



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

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County Counsel

June 8, 2006

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA MESSENGERS (SCM) AND
NOW LEGAL SERVICES, LLC FOR DAILY MESSENGER AND AS-NEEDED COURT
FILING SERVICES
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached contracts for daily messenger and as-needed court filing services with Southern California Messengers (SCM) and Now Legal Services, LLC, effective July 1, 2006, for a three (3) year period with two (2) one-year renewal options, for a total contract period each of no more than five (5) years.
2. Delegate authority to the County Counsel to renew these contracts for up to two (2) optional years, if the County Counsel determines that renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Office of the County Counsel presently contracts for daily messenger and as-needed court filing services under an existing agreement, Contract No. 73398, approved and adopted by the Board last June 5, 2001, and renewed on July 1, 2004 and July 1, 2005. It is scheduled to expire on June 30, 2006. These recommended contracts will replace the existing contract and are needed to continue providing daily messenger and as-needed court filing services for the County Counsel's legal staff.

FISCAL IMPACT/FINANCING

The contract amount of \$92,000 will be funded in the Office of the County Counsel's Fiscal Year 2006-2007 budget and will be appropriately budgeted for all subsequent fiscal years.

With Board approval, these contracts will commence on July 1, 2006 for a period of three (3) years. Upon mutual agreement of both parties, these contracts shall be renewed automatically for two (2) additional twelve (12) month periods.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These contracts are exempt from the requirements of the Los Angeles County Code Chapter 2.121 because the services are required on a part-time or intermittent basis. Southern California Messengers (SCM) and Now Legal Services, LLC. have the resources and personnel to meet the Office of the County Counsel's daily messenger and as-needed court filing requirements.

The contracts have been properly executed by the contractor and County Counsel has approved these contracts as to form.

CONTRACTING PROCESS

The contracting process was accomplished through an open competitive bid and selection process. The Request For Proposals was advertised in five (5) local newspapers and on the Los Angeles County Office of Small Business Web Site. Five (5) firms responded and were sent the Request For Proposals. As of the submission deadline, County Counsel received three (3) proposals, all of which were found qualified for evaluation. The evaluation of the proposals was based on criteria outlined in the Request For Proposals that included the proposer's qualifications and experience, its approach to providing services, its quality control plan, acceptance of all contract terms and conditions, and price. The evaluation results showed Southern California Messengers (SCM) and Now Legal Services, LLC scored the highest points, and received the Evaluation Committee's recommendation for the award of these contracts.

IMPACT ON CURRENT SERVICES

The award of these contracts will not result in the displacement of any County employees, as the Department is presently contracting with the private sector for daily messenger and as-needed court filing services.

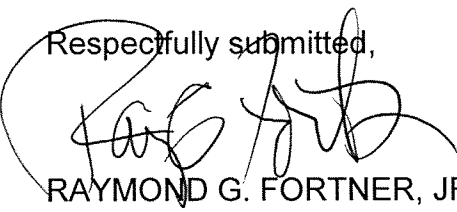
The Honorable Board of Supervisors

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CONCLUSION

Instruct the Mayor to return a copy of the adopted Board letter and two (2) copies of each of the Agreements, containing original signatures, to the Office of the County Counsel's Administrative Services Bureau.

Respectfully submitted,



RAYMOND G. FORTNER, JR.
County Counsel

RGF:bjw

Attachments (2)

c: David E. Janssen
Chief Administrative Officer

Sachi A. Hamai, Executive Officer
Board of Supervisors

J. Tyler McCauley
Auditor-Controller



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SOUTHERN CALIFORNIA MESSENGERS (SCM)

FOR

DAILY MESSENGER

AND AS-NEEDED COURT FILING SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SOUTHERN CALIFORNIA MESSENGERS (SCM)
FOR
DAILY MESSENGER
AND AS-NEEDED COURT FILING SERVICES**

This CONTRACT and Exhibits made and entered into this 1st day of July, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and SOUTHERN CALIFORNIA MESSENGERS (SCM), hereinafter referred to as CONTRACTOR. SOUTHERN CALIFORNIA MESSENGERS (SCM) is located at 5757 Wilshire Boulevard, Suite 210, Los Angeles, CA 90036.

RECITALS

WHEREAS, the COUNTY may CONTRACT with private businesses for Daily Messenger and As-Needed Court Filing Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Daily Messenger and Court Filing Services; and

WHEREAS, the COUNTY has deemed it legal, feasible, and cost-effective to CONTRACT Daily Messenger and As-Needed Court Filing Services; and

WHEREAS, this CONTRACT is therefore authorized under Section 31000 of the California Government Code;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form part of this CONTRACT. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base CONTRACT and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the CONTRACT and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement Of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Performance Requirements Summary Chart
- 1.4 EXHIBIT D - CONTRACTOR's EEO Certification
- 1.5 EXHIBIT E - COUNTY's Administration
- 1.6 EXHIBIT F - CONTRACTOR's Administration
- 1.7 EXHIBIT G - CONTRACTOR Acknowledgement & Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibit:

- 1.10 EXHIBIT J - CONTRACTOR's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

Technical Exhibits:

- 1.11 EXHIBIT K Contract Discrepancy Report
- 1.12 EXHIBIT L User Complaint Report (UCR) Form
- 1.13 EXHIBIT M Messenger's Log Book
- 1.14 EXHIBIT N County Counsel Site Locations
- 1.15 EXHIBIT O Directory of Southern California Courts
- 1.16 EXHIBIT P Court Filing Procedures/ Specific Responsibilities

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **CONTRACT:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement Of Work, Exhibit A.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement Of Work.
- 2.3 **COUNTY'S PROJECT DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this CONTRACT that cannot be resolved by the COUNTY's Contracts Administrator.
- 2.4 **COUNTY'S CONTRACTS ADMINISTRATOR:** Person designated by COUNTY's Project Director to manage the operations under this CONTRACT.
- 2.5 **DAY(S):** Calendar day(s) unless otherwise specified.
- 2.6 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this CONTRACT, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement Of Work, Exhibit A*.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this CONTRACT, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this CONTRACT shall be three (3) years commencing after execution by COUNTY's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this CONTRACT.
- 4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to two (2) additional one-year periods, for a maximum total CONTRACT term of five (5) years. Each such option to extend shall be exercised at the sole discretion of the Office of the Los Angeles County Counsel.
- 4.3 The CONTRACTOR shall notify County Counsel when this CONTRACT is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to County Counsel at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 CONTRACTOR shall provide services at the rates set forth in *Exhibit B, Pricing Schedule*, which is attached and incorporated by this reference. COUNTY shall have no obligation for payment of fees or any work performed by CONTRACTOR except for those services which are expressly authorized pursuant to this CONTRACT.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, SUBCONTRACT, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total CONTRACT authorization under this CONTRACT. Upon occurrence of this event, the CONTRACTOR shall send written notification to County Counsel at the address herein provided in *Exhibit E - County's Administration*.

5.4 No Payment for Services Provided Following Expiration/ Termination of CONTRACT

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this CONTRACT. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this CONTRACT.

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement Of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this CONTRACT. The CONTRACTOR's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in *Exhibit A - Statement Of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this CONTRACT shall be submitted in two (2) copies to the following address:

Veritta Smith
Administrative Services Bureau
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Vsmith@counsel.co.la.ca.us
Fax (213) 617-6780

- a. 5.5.6 **County Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contracts Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt by the COUNTY of properly prepared invoices. Upon approval of these invoices, payment by the COUNTY shall be made monthly, subject to auditing requirements of the COUNTY Auditor-Controller and provided that a CONTRACTOR is not in default under any provision of this CONTRACT.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this CONTRACT are met;
- making changes in the terms and conditions of this CONTRACT in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S CONTRACTS ADMINISTRATOR

The responsibilities of the COUNTY's Contracts Administrator include:

- meeting with the CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Contracts Administrator is not authorized to make any changes in any of the terms and conditions of this CONTRACT and is not authorized to further obligate COUNTY in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The CONTRACTOR's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the

COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with COUNTY's Contracts Administrator on a regular basis.

7.1.3 The CONTRACTOR's Project Manager must have three (3) years of documented, prior experience discharging supervisory functions in the messenger and court filing services industry.

7.2 Approval of Contractor's staff

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Project Manager.

7.3 Contractor's staff Identification

7.3.1 The CONTRACTOR shall provide all staff assigned to this CONTRACT with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. The CONTRACTOR's staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 The CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this CONTRACT. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY CONTRACT.

7.3.3 If COUNTY requests the removal of the CONTRACTOR's staff, the CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the CONTRACT.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this CONTRACT, the COUNTY may require that all CONTRACTOR's staff performing work under this CONTRACT undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this CONTRACT. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the COUNTY CONTRACT at any time during the term of this CONTRACT. COUNTY will not provide to the CONTRACTOR or to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

7.5 Confidentiality

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this CONTRACT in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT.
- 7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement"*, Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the CONTRACT which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this CONTRACT for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this CONTRACT and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this CONTRACT correspondingly for that fiscal year and any subsequent fiscal year during the term of this CONTRACT (including any extensions), and the services to be provided by the CONTRACTOR under this CONTRACT shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said

reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this CONTRACT.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, CONTRACT Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.2 For any change which affects the scope of work, term, CONTRACT Sum, payments, or any term or condition included under this CONTRACT, an Amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Project Director.

8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.4 The COUNTY's Contracts Administrator, may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this CONTRACT during the period of such extensions. To implement an extension of time, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after CONTRACT effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Contracts Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY's Contracts Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this CONTRACT are hereby incorporated herein by reference.
- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses,

including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulation, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT. The CONTRACTOR shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This CONTRACT is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this CONTRACT.

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the

CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the AGREEMENT.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, the CONTRACTOR shall have a continuing obligation to review the

applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Sub-paragraph of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the CONTRACT and/or bar the CONTRACTOR from the award of future COUNTY CONTRACTs for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this CONTRACT or any competing CONTRACT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation,

of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this CONTRACT. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this CONTRACT.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this CONTRACT.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will

interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other CONTRACTs which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTs for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTs the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the County Counsel will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the County Counsel shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County CONTRACTORS.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors' place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the

COUNTY through CONTRACT are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all CONTRACT terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the CONTRACT in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to

the eligibility for employment of any persons performing work under this CONTRACT.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this CONTRACT, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This CONTRACT shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this CONTRACT and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This CONTRACT is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.

8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this CONTRACT, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors, to maintain, the following programs of insurance specified in this CONTRACT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith**

prior to commencing services under this CONTRACT. Such certificates or other evidence shall:

- Specifically identify this CONTRACT;
- Clearly evidence all coverages required in this CONTRACT;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this CONTRACT; and

- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the CONTRACT upon which the COUNTY may immediately terminate or suspend this CONTRACT. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this CONTRACT which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this CONTRACT.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Contracts Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this CONTRACT.

8.23.5 Compensation for County Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors,s, or
- The CONTRACTOR providing evidence submitted by Subcontractors, evidencing that Subcontractors,maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Counsel, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not satisfactorily performed. A written notice describing the reasons for said action, the work not satisfactorily performed, and the amount to be withheld or deducted

from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the County Counsel, or his/her designee.

8.25.2 If the County Counsel determines that there are deficiencies in the performance of this CONTRACT that the County Counsel deems are correctable by the CONTRACTOR over a certain time span, the County Counsel will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the County Counsel may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly CONTRACT Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 7*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Performance Requirements Summary or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this CONTRACT as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to the COUNTY.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national

origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.

8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR

has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this CONTRACT, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this CONTRACT.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This CONTRACT shall not restrict County Counsel from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this CONTRACT, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY's Contracts Administrator and/or COUNTY's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this CONTRACT. If the COUNTY's Contracts Administrator or COUNTY's Project Director is not able to resolve the dispute, the County Counsel or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this CONTRACT shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - CONTRACTOR's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Counsel through the COUNTY's Contracts Administrator shall have the authority to issue all notices or demands required or permitted by the COUNTY under this CONTRACT.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this CONTRACT and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee

of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this CONTRACT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this CONTRACT, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The CONTRACTOR shall not disclose any details in connection with this CONTRACT to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this CONTRACT within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this CONTRACT, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this CONTRACT with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years

thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.

8.37.3 If, at any time during the term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that the COUNTY's cost obligation for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this CONTRACT or otherwise. If such audit finds that the

COUNTY's cost obligation for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

8.37.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR's compliance with California labor laws and/or the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this CONTRACT, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR's employees who have provided services to the COUNTY under this CONTRACT is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and/or the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this

CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such materials and information is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this CONTRACT.

8.39 SUBCONTRACTING

8.39.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this CONTRACT.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the county from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith**

before any Subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE
PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this CONTRACT. Without limiting the rights and remedies available to the COUNTY under any other provision of this CONTRACT, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this CONTRACT pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this CONTRACT on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this CONTRACT; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this CONTRACT in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this CONTRACT arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "SUBCONTRACTOR" and "Subcontractor(s)" mean Subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this CONTRACT in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-

paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's CONTRACT sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the County Counsel, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this CONTRACT or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this CONTRACT, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, the COUNTY shall be entitled to pursue the same

remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this CONTRACT.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this CONTRACT, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this CONTRACT during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this CONTRACT in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this CONTRACT, then this CONTRACT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this CONTRACT or the application thereof to any person or circumstance is held invalid, the remainder of this CONTRACT and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this

CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any CONTRACT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this CONTRACT and, at its sole discretion, deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this CONTRACT, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit J* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This CONTRACT is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the CONTRACT amount and what the COUNTY's costs would have been if the CONTRACT had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the CONTRACT; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

- 1.1 CONTRACTOR shall provide messenger and related services upon request from County Counsel's paralegal, secretarial, administrative, and management personnel.
- 1.2 Upon request by County Counsel, CONTRACTOR shall provide court filing and related services to Central District, to outer branch courts of Los Angeles County and to the courts of Orange County, San Bernardino County or Ventura County as listed in *Exhibit O, Directory of Southern California Courts*.
- 1.3 The County Counsel reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County Counsel reserves the right to require the CONTRACTOR to perform specific tasks and/or work extra hours in addition to what are stated in *Paragraph 7.0, Hours/ Days of Work* and *Paragraph 8.0, Specific Work Requirements*, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.
- 2.2 All changes must be made in accordance with *sub-paragraph 8.4 Change Notices and Amendments of the Contract*.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY of a consistently high quality of service throughout the term of the CONTRACT. The Plan shall be submitted to the COUNTY's Contracts Administrator for review. The plan shall include, but may not be limited to the following:

- 3.1 A monitoring plan for the duration of the CONTRACT that shall include, but not be limited to, the following elements:
 - 3.1.1 Activities to be monitored to ensure compliance with all CONTRACT requirements;
 - 3.1.2 Monitoring methods to be used;
 - 3.1.3 Frequency of monitoring with specific timelines, if possible;

- 3.1.4 Forms to be used in monitoring;
- 3.1.5 Title/level and qualifications of personnel performing monitoring functions;
and
- 3.1.6 Documentation methods for all monitoring results, including any corrective
action taken.
- 3.2 A protocol for addressing/ resolving operations problems identified by the
COUNTY that shall include, but not be limited to, the following elements:
 - 3.2.1 the procedures flow starting from recording of identified problem,
investigation, corrective action, up to feedback on corrective action and
preventive maintenance plan to County Counsel
 - 3.2.2 the records, reports and forms to be used
 - 3.2.3 the CONTRACTOR's personnel responsible for each task and time limits
set for each task

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this CONTRACT using the quality assurance procedures as defined in this *Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.*

4.1 Contract Discrepancy Report

Notification of a CONTRACT discrepancy will be made to the COUNTY's Contracts Administrator as soon as possible whenever a CONTRACT discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY's Contracts Administrator will determine whether a formal Contract Discrepancy Report, *Exhibit K*, shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY's Contracts Administrator within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY's Contracts Administrator within ten (10) workdays.

4.3 User Complaint Form

Problems relating to the performance of the CONTRACTOR's personnel may be recorded by the COUNTY on a User Complaint Report form (hereinafter referred to as "UCR"), *Exhibit L*. The CONTRACTOR shall respond in writing to the issue(s) stated in the UCR.

4.4 County Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this CONTRACT at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

5.0 DEFINITIONS

Evaluation The process by which the COUNTY evaluates Proposals and which result in the recommended selection of a CONTRACTOR.

Evaluation Document - The document used to evaluate, rank and ultimately recommend selection of a CONTRACTOR.

Evaluator – a person who evaluates a Proposal.

Exception – Objection raised by a Proposer to language or requirements in a specific section of the Request For Proposals. By taking exception, the Proposer invites the COUNTY's consideration of an alternative approach or alternate language to the CONTRACT.

Minimum Requirements/ Qualifications – Factors requested in the Request For Proposals that Proposers must meet to be eligible to submit a response/ proposal.

Negotiation – The phase of the contracting process in which the COUNTY and the top-ranking Proposer attempt to agree on the final version of the CONTRACT.

Non-responsibility – Non-responsibility refers to finding a Proposer incapable of performing as a responsible County CONTRACTOR, based on performance history or other relevant documentation.

Non-responsive – Non-responsive generally refers to the failure of a Proposer to comply with all solicitation requirements making the proposal ineligible for consideration during the Evaluation/ Review process.

Oral Interview – An interview with the Proposer to clarify the contents of the Proposal or to conduct a product demonstration.

Performance Requirements Summary (PRS) – A listing of required services used to monitor a CONTRACTOR's compliance with the CONTRACT. A PRS is usually included in the Statement Of Work.

Proposal – A document submitted by a Proposer in response to a Request For Proposals. A Proposal provides services and/or solutions to an identified need at a particular price under given terms and conditions.

Request For Proposals (RFP) – Solicitation based on proposed solutions in response to a defined need of the COUNTY. CONTRACT recommended for award to the Proposer who submits the Proposal deemed to be in the overall best interest of the COUNTY (generally the highest-ranking Proposer).

Responsible – Refers to a Proposer that has conducted itself in an acceptable manner as determined by the Board of Supervisors (County Code 2.202.030), and has the financial and managerial ability to perform the required work.

Responsive – Refers to a Proposal submitted to the COUNTY that complies with all the solicitation requirements.

Sample Contract – A document that may be included as an exhibit or attachment to a Solicitation Document containing those provisions intended by the COUNTY to be included in the final CONTRACT.

Statement Of Work (SOW) – A detailed statement of the services being provided or requested.

WebVen – The COUNTY's database and website, hosted by the Internal Services Department, used by departments to post and to notify potential registered Vendors of contracting opportunities.

6.0 RESPONSIBILITIES

The COUNTY's and the CONTRACTOR's responsibilities are as follows:

COUNTY

6.1 Personnel

The COUNTY, through the COUNTY's Contracts Administrator or Designee, will administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR's performance in the daily execution of this CONTRACT.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the CONTRACT, *Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments*.

CONTRACTOR

6.2 Project Manager

- 6.2.1 CONTRACTOR shall provide a full-time Project Manager or designated alternate. COUNTY must have access to the Project Manager anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on COUNTY holidays. CONTRACTOR shall provide a telephone number where the Project Manager may be reached.
- 6.2.2 Project Manager shall act as a central point of contact with the COUNTY. Project Manager shall demonstrate previous experience in the management of the work requirements for daily messenger services.
- 6.2.3 Project Manager/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the CONTRACT. Project Manager/ alternate shall be able to effectively communicate, in English, both orally and in writing.

6.2.4 Project Manager shall have three (3) years of documented prior experience discharging supervisory functions in the same or a similar business.

6.3 Personnel

6.3.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for CONTRACTOR in every detail and must read, speak, write and understand English.

6.3.2 CONTRACTOR's personnel shall be knowledgeable of general messenger services and court filing procedures.

6.3.3 CONTRACTOR's personnel shall be competent and responsible enough to handle sensitive materials and perform confidential duties.

6.3.4 CONTRACTOR's personnel shall acknowledge the attorney-client privilege and be bound by the Code of Professional Responsibility.

6.3.5 CONTRACTOR's personnel shall be courteous and neat in appearance at all times.

6.3.6 Court Filing Personnel

- a. CONTRACTOR's court filing personnel will file court documents in central district and outer-branch courts, and perform general court filing duties under the direction of the COUNTY's Contracts Administrator, as described in this *Exhibit A, Statement Of Work, Paragraph 8.0, Specific Work Requirements*.
- b. CONTRACTOR's court filing personnel assigned to the COUNTY must have at least one year of probate court filing experience and a minimum of six (6) months experience filing other civil court documents.
- c. CONTRACTOR's court filing personnel assigned to the COUNTY must be bonded.

6.4 Identification Badges

CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on COUNTY designated property.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

6.6.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints received about the CONTRACTOR's performance of the CONTRACT. The CONTRACTOR shall answer calls received by the answering service within one (1) hour of receipt of the call. When the office is closed, before 8:00 a.m. and after 5:00 p.m., Monday through Friday excluding weekends and COUNTY recognized holidays, an answering service shall be provided to receive calls. The CONTRACTOR shall respond to calls received by the answering service within one hour of resuming office hours.

7.0 HOURS/DAYS OF WORK

- 7.1 CONTRACTOR's order clerks will be available to receive requests for service from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 7.2 CONTRACTOR shall not provide service on COUNTY recognized holidays. These holidays may change slightly from year to year. Upon request, the County Counsel shall provide the CONTRACTOR with a list of holidays for the succeeding year prior to January 1 of that year.

8.0 SPECIFIC WORK REQUIREMENTS

For Messenger Services

- 8.1 CONTRACTOR shall be responsible for providing to County Counsel, various levels of pick up and delivery service:
 - 8.1.1 Regular – Pick up and delivery within four (4) hours of request; written Proof of Delivery (POD) available upon request.
 - 8.1.2 Express – Pick up and delivery within two (2) hours or less of the request; written POD available upon request.
 - 8.1.3 Super- Uninterrupted, direct pick up and delivery within one (1) hour of the request, with written POD.
- 8.2 CONTRACTOR shall provide and use a COUNTY-designed log book, *Exhibit M*, to document the performance of its messenger services.
- 8.3 CONTRACTOR's personnel shall complete the log book accurately at all times:
 - 8.3.1 The CONTRACTOR's personnel shall affix his signature/ number in the log book at the time of service.
 - 8.3.2 The CONTRACTOR's personnel shall write down his time in (time arrive) and time out (time depart) in the log book at the time of service.

For As-Needed Court Filing Services

- 8.4 CONTRACTOR's personnel's duties may include but shall not be limited to the following:
 - 8.4.1 Promptly deliver court filing documents to proper court, department, designated window or room number.
 - 8.4.2 When requested by the COUNTY's Contracts Administrator or Court Clerk:

- Pull court files for review or photocopying.
- Pull register pages.
- Pull court notes.
- Pull files from archives or courthouse
- Ensure that file copy and instruction sheet are conformed by the court clerk, or personally conform the document when requested by the court clerk.
- Return conformed copy of filed document and instruction sheet to COUNTY's Contracts Administrator on the same day of pick-up, or on the next working day when applicable.
- Obtain certified copies of various court documents.
- Submit for recording, legal documents to , and retrieve documents from, the Los Angeles County Registrar-Recorder/ County Clerk.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) Chart, *Exhibit C*, indicates the major areas of service that will be monitored by the COUNTY on a regular basis during the term of this agreement. All listings of services used in the Performance Requirements Summary (PRS) Chart are intended to be completely consistent with the CONTRACT and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the CONTRACT and the SOW. In any case of apparent inconsistency between services as stated in the CONTRACT and the SOW and this PRS, the meaning apparent in the CONTRACT and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the CONTRACT and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

When the CONTRACTOR's performance does not conform with the requirements of this CONTRACT, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action and preventive maintenance plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance,

specific steps to return performance to an acceptable level, and monitoring and other methods to prevent recurrence.

- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this CONTRACT for repeated, systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days, the COUNTY may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

This section does not preclude the COUNTY's right to terminate the CONTRACT upon ten (10) days written notice with or without cause, as provided for in the CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.*

EXHIBIT B

PRICING SCHEDULE

DAILY MESSENGER & AS-NEEDED COURT FILING SERVICES

Rates will apply from or to 500 West Temple, Los Angeles, California, 90012 or account of Office of Los Angeles County Counsel.

Proposed rates for pickup and delivery are as follows:

- **REGULAR** – pickup and delivery within five (5) hours or less of request.
.....\$7.50 minimum/\$1.20 per mile.
- **RUSH** – pickup and delivery within three (3) hours or less of request.
.....\$9.00 minimum/\$1.46 per mile.
- **DIRECT** – non-interrupted direct pickup and delivery.
.....\$10.50 minimum/\$1.73 per mile.

◆ Round trip will be discounted at 35%. The following rates apply:

- **ROUNDTrip REGULAR**.....\$0.78 per mile.
- **ROUNDTrip RUSH**.....\$0.95 per mile.
- **ROUNDTrip DIRECT**.....\$1.13 per mile.

ADDITIONAL RATES:

- ❖ The first fifteen (15) minutes of waiting time will be at no charge. There will be a charge of \$.45 per minute for each additional minute.
- ❖ In the event court filing is required, there will be no additional cost per delivery.
- ❖ Proof of Delivery, when required, will be delivered on the next working day following services rendered at no additional charge.
- ❖ Billing invoices paid within 30 days will be discounted by 2%.
- ❖ In the event of increasing fuel prices, we reserve the right to add a fuel surcharge from 5% - 15%, provided a 30-day notice.

C U S T O M E R R A T E S H E E T

From Zone: 218

Regular (5 Hrs) \$1.20/m Min=\$ 7.50
Express (3 Hrs) \$1.46/m Min=\$ 9.00
Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
AGOURA, 91301	74	52.25	64.00	75.50	43.50
ALHAMBRA SOUTH, 91803	217	12.75	15.50	18.50	10.50
ALHAMBRA, 91801	75	14.75	18.00	21.00	12.00
ALTADENA, 91001	76	21.75	26.50	31.50	18.00
ANAHEIM HILLS, 92807 08	77	41.75	50.50	60.00	34.50
ANAHEIM, 92801 02 04	216	38.00	46.00	54.50	31.50
APPLE VALLEY, 92307	229	130.75	159.50	189.00	109.00
ARCADIA, 91006	78	20.75	25.00	29.50	17.00
ARLETA, 91331	79	29.00	35.50	42.00	24.00
ARTESIA, 90701	80	29.75	36.00	42.50	24.50
ARVIN, 93203	265	142.75	174.00	206.00	119.00
AZUSA, 91702	81	28.50	34.50	41.00	23.50
BAKERSFIELD, 93301 05	226	143.50	174.50	207.00	119.50
BALDWIN PARK / IRWINDALE, 91706	82	27.00	33.00	39.00	22.50
BARSTOW, 92311	83	167.75	204.50	242.50	140.00
BEL AIR, 90077	38	21.75	26.50	31.50	18.00
BELL / CUDAHY, 90201	84	23.75	28.50	34.00	19.50
BELLFLOWER, 90706	85	23.75	28.50	34.00	19.50
BEV. HILLS-NO OF SUNSET, 90210	3	20.75	25.00	29.50	17.00
BEV. HILLS-SO OF SUNSET, 90210-1-2	1	17.00	20.50	24.50	14.00
BREA, 92621	86	42.75	52.00	61.50	35.50
BRENTWOOD-NO OF SUNSET, 90049	220	19.50	23.50	28.00	16.00
BRENTWOOD-SO OF SUNSET, 90049	21	19.50	23.50	28.00	16.00
BUENA PARK, 90620	87	35.00	42.50	50.50	29.00
BURBANK NORTH, 91501 91502	6	21.75	26.50	31.50	18.00
BURBANK STUDIOS, 91523	4	20.75	25.00	29.50	17.00
BURBANK, 91505 91506	5	20.75	25.00	29.50	17.00
CAHUENGA PASS, 90068	29	14.75	18.00	21.00	12.00
CAMARILLO, 93010	89	72.00	88.00	104.00	60.00
CANOGA PARK, 91303	46	42.00	51.50	61.00	35.00
CANYON COUNTRY, 91351	264	62.75	76.00	90.00	52.00
CARLSBAD, 92008	428	115.25	140.50	166.50	96.00
CARMEL VALLEY, 92130	490	125.00	152.00	180.00	104.00
CARPINTERIA, 93013	258	95.00	115.50	137.00	79.00
CARSON, 90745	90	30.00	36.50	43.50	25.00
CARSON, 90746	91	29.75	36.00	42.50	24.50
CASTAIC, 91384	288	50.75	61.50	73.00	42.00
CATHEDRAL CITY, 92234	267	145.00	177.00	209.50	121.00

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To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
CENTURY CITY,90067	22	18.00	22.00	26.00	15.00
CERRITOS,90701	92	29.75	36.00	42.50	24.50
CHATSWORTH,91311	93	36.00	44.00	52.00	30.00
CHINO HILLS,91708	272	59.00	72.00	85.00	49.00
CHINO,91710	94	52.25	64.00	75.50	43.50
CITY OF INDUSTRY,91748	95	32.75	39.50	47.00	27.00
CITY TERRACE,90063	140	9.75	12.00	14.00	8.00
CLAREMONT,91711	96	48.00	58.50	69.50	40.00
CMPTN/RNCHO DMNGZ/WLLWBRK,90220-1-2	97	27.00	33.00	39.00	22.50
COLTON,92324	231	73.25	89.50	106.00	61.00
COMMERCE,90040	10	13.50	16.50	19.50	11.00
CORCORAN,93212	248	275.50	336.00	398.00	230.00
CORONA DEL MAR,92625	99	58.25	71.00	84.00	48.50
CORONA,91720	98	70.25	85.50	101.50	58.50
COSTA MESA,92626	100	48.00	58.50	69.50	40.00
COVINA - EAST,91724	102	35.75	43.50	51.50	29.50
COVINA - WEST,91723	101	34.25	42.00	49.50	28.50
CULVER CITY NORTH,90232	7	17.00	20.50	24.50	14.00
CULVER CITY SOUTH,90230	8	23.00	28.00	33.00	19.00
CYPRESS,90630	103	30.00	36.50	43.50	25.00
DANA POINT,92629	274	80.50	98.00	116.00	67.00
DEL MAR,92014	430	134.50	164.00	194.00	112.00
DELANO,93215	263	178.75	218.00	258.00	149.00
DIAMOND BAR,91765	104	39.00	47.50	56.50	32.50
DOWNEY,90240 90241 90242	105	18.75	23.00	27.00	15.50
DOWNTOWN LA,90006 90007	73	7.50	9.00	10.50	5.50
DOWNTOWN LA,90011 21 53 89	25	8.75	10.50	12.50	7.00
DOWNTOWN LA,90012 26 30 51 54 60	218	7.50	9.00	10.50	5.00
DOWNTOWN LA,90013 14 15 17 55 71 79	23	7.50	9.00	10.50	5.50
DOWNTOWN LA,90057	141	9.75	12.00	14.00	8.00
DUARTE,91010	214	29.00	35.50	42.00	24.00
EAGLE ROCK,90041	27	15.75	19.00	22.50	13.00
EAST LOS ANGELES,90022	26	11.00	13.50	16.00	9.00
EDWARDS AIRFORCE BASE,93523	240	137.75	168.00	199.00	115.00
EL CENTRO,92243	250	269.50	328.50	389.50	225.00
EL MONTE,91731 91732 91733	107	19.50	23.50	28.00	16.00
EL SEGUNDO,90245	49	29.00	35.50	42.00	24.00
EL TORO,92630	108	67.25	82.00	97.00	56.00
ENCINITAS,92024	434	129.50	158.00	187.00	108.00

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----- To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
ENCINO, 91316	9	27.75	34.00	40.00	23.00
ENCINO, 91436	206	26.00	31.50	37.50	21.50
FONTANA, 92335	222	66.00	80.50	95.50	55.00
FOREST LAWN AREA, 90068	174	15.75	19.00	22.50	13.00
FORT IRWIN, 92310	262	185.75	226.50	268.50	155.00
FOUNTAIN VALLEY, 92708	109	51.75	63.00	74.50	43.00
FULLERTON, 92631 32 33 35	11	38.75	47.00	55.50	32.00
GARDEN GROVE, 90240 41 43 44 45	110	44.75	54.50	64.50	37.00
GARDENA, 90247	60	23.00	28.00	33.00	19.00
GLENDALE NORTH, 91202 07 08	14	18.00	22.00	26.00	15.00
GLENDALE WEST, 91201	13	18.00	22.00	26.00	15.00
GLENDALE, 91203 04 05 06 10	12	15.75	19.00	22.50	13.00
GLENDORA, 91740	112	35.75	43.50	51.50	29.50
GOLETA, 93111	219	149.75	182.50	216.50	125.00
GRANADA HILLS, 91344	113	32.75	39.50	47.00	27.00
HACIENDA HEIGHTS, 91745	114	33.00	40.50	48.00	27.50
HARBOR CITY, 90710	115	30.75	37.50	44.50	25.50
HAWTHORNE, 90250	116	21.00	26.00	30.50	17.50
HELENDALE	293	99.50	121.50	144.00	83.00
HERMOSA BEACH, 90254	117	28.50	34.50	41.00	23.50
HIDDEN HILLS, 91302	88	38.75	47.00	55.50	32.00
HOLLYWOOD, 90028 90038	28	11.00	13.50	16.00	9.00
HUNTINGTON BEACH NORTH, 92647 49	118	46.25	56.50	67.00	38.50
HUNTINGTON BEACH SOUTH, 92646 48	119	49.25	60.00	71.00	41.00
HUNTINGTON PARK, 90255	120	9.75	12.00	14.00	8.00
IMPERIAL BEACH, 91932	412	170.25	207.50	246.00	142.00
INDIO, 92201	247	164.50	200.50	237.50	137.00
INGLEWOOD/LAX, 90045 90301 2 3 4 5	15	17.50	25.00	29.50	17.00
IRVINE, 92714 15 17 18 20	16	54.00	66.00	78.00	45.00
JOSHUA TREE, 92252	252	161.75	197.50	234.00	135.00
LA 6100-6500 WILSHIRE, 90048	266	14.00	17.00	20.00	11.50
LA CANADA / FLINTRIDGE, 91011	121	21.75	26.50	31.50	18.00
LA CRESCENTA, 91214	111	21.00	26.00	30.50	17.50
LA HABRA, 90631	122	30.00	36.50	43.50	25.00
LA JOLLA, 92037	441	135.50	165.00	195.50	113.00
LA MIRADA, 90638	124	27.00	33.00	39.00	22.50

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----- To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
LA PALMA, 90623	125	33.00	40.50	48.00	27.50
LA PUENTE / INDUSTRY WEST, 91746	126	26.75	32.50	38.50	22.00
LA PUENTE / INDUSTRY, 91744	127	32.75	39.50	47.00	27.00
LA VERNE, 91750	128	46.25	56.50	67.00	38.50
LAGUNA BEACH, 92651	129	67.25	82.00	97.00	56.00
LAGUNA HILLS, 92653	130	68.50	83.50	99.00	57.00
LAGUNA NIGUEL, 92677	131	75.50	92.00	109.00	63.00
LAKE ISABELLA, 93240	283	197.75	241.00	285.50	165.00
LAKEWOOD, 90712 90713 90715 90716	133	27.75	34.00	40.00	23.00
LAMONT, 93241	275	131.75	161.00	190.50	110.00
LANCASTER, 93534 35 36	134	103.25	126.00	149.00	86.00
LAWNDALE, 90260 90261	135	29.75	36.00	42.50	24.50
LOMA LINDA, 92354	236	81.50	99.50	118.00	68.00
LOMITA, 90717	136	30.00	36.50	43.50	25.00
LOMPOC, 93436	276	193.00	235.50	279.00	161.00
LONG BEACH NORTHEAST, 90808 90846	18	30.00	36.50	43.50	25.00
LONG BEACH NORTHWEST, 90805 07 10	17	29.00	35.50	42.00	24.00
LONG BEACH S EAST, 90803 04 14 15 40	20	35.00	42.50	50.50	29.00
LONG BEACH SOUTHWEST, 90802 806 813	19	33.00	40.50	48.00	27.50
LOS ALAMITOS, 90720	137	36.00	44.00	52.00	30.00
LOS ANGELES , 90008 90043 90056	143	14.75	18.00	21.00	12.00
LOS ANGELES, 90001 02 03 59 61	145	13.50	16.50	19.50	11.00
LOS ANGELES, 90016 90018	142	15.75	19.00	22.50	13.00
LOS ANGELES, 90023 90033 90058	24	14.75	18.00	21.00	12.00
LOS ANGELES, 90031 39 65	138	8.75	25.00	29.50	17.00
LOS ANGELES, 90032 90042	139	12.00	15.00	17.50	10.00
LOS ANGELES, 90034 90035	65	15.75	19.00	22.50	13.00
LOS ANGELES, 90037 44 47 62	144	9.00	11.00	13.00	7.50
LOS FELIZ, 90027	30	14.00	17.00	20.00	11.50
LYNWOOD, 90262	146	18.75	23.00	27.00	15.50
MALIBU 18000-20800 PCH, 90265	39	43.25	53.00	62.50	36.00
MALIBU 21000-25500 PCH, 90265	147	36.75	45.00	53.00	30.50
MALIBU 25600-30500 PCH, 90265	148	41.75	50.50	60.00	34.50
MALIBU 30501-VENTURA PCH, 90265	149	47.00	57.00	67.50	39.00
MANHATTAN BEACH, 90266	150	27.75	34.00	40.00	23.00
MAR VISTA, 90066	31	23.00	28.00	33.00	19.00
MAYWOOD, 90270	151	14.75	18.00	21.00	12.00
MID WILSHIRE, 90004 05 10 20 29	63	7.50	9.00	10.50	5.50
MIRA LOMA, 91752	362	55.25	67.50	80.00	46.00
MIRACLE MILE, 90036	62	11.75	14.00	16.50	9.50
MISSION HILLS, 91345	152	35.75	43.50	51.50	29.50
MISSION VIEJO, 92691 92	153	61.25	74.50	88.50	51.00

C U S T O M E R R A T E S H E E T

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Round up to nearest \$0.50

----- To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
MONROVIA, 91016	154	29.75	36.00	42.50	24.50
MONTCLAIR, 91763	155	44.75	54.50	64.50	37.00
MONTEBELLO, 90640	156	17.00	20.50	24.50	14.00
MONTECITO, 93108	254	128.50	156.50	185.50	107.00
MONTEREY PARK, 91754	157	13.75	16.50	19.50	11.20
MONTROSE, 91020	158	20.75	25.00	29.50	17.00
MOORPARK, 93021	159	65.00	79.00	93.50	54.00
MORENO VALLEY, 92360	259	93.50	114.00	135.00	78.00
NEEDLES, 92363	243	335.25	409.00	484.50	280.00
NEWBURY PARK, 91319 91320	234	60.00	73.00	86.50	50.00
NEWHALL, 91321 91381 91382	160	45.75	55.50	66.00	38.00
NEWPORT BEACH, 92660 61 62 63	41	54.00	66.00	78.00	45.00
NORCO, 91760	225	66.00	80.50	95.50	55.00
NORTH HOLLYWOOD, 91601 06 07	42	21.75	26.50	31.50	18.00
NORTH HOLLYWOOD, 91605	161	24.00	29.50	35.00	20.00
NORTHRIDGE, 91324 91325 91330	45	33.00	40.50	48.00	27.50
NORTHRIDGE, 91326	64	35.75	43.50	51.50	29.50
NORWALK, 90650	162	22.00	32.50	38.50	22.00
OJAI, 93023	227	113.75	139.00	164.50	95.00
ONTARIO, 91761 91762 91764	163	50.75	61.50	73.00	42.00
ORANGE, 92665 66 67 68 69	164	35.00	48.50	57.50	33.00
OXNARD, 93030 31 35	165	78.00	95.00	112.50	65.00
PACIFIC PALISADES HIGHLANDS, 90272	68	32.75	39.50	47.00	27.00
PACIFIC PALISADES NORTHWEST, 90272	67	29.00	35.50	42.00	24.00
PACIFIC PALISADES SOUTHEAST, 90272	66	26.75	32.50	38.50	22.00
PACOIMA, 91331	166	34.25	42.00	49.50	28.50
PALM SPRINGS, 92260	224	141.50	172.50	204.50	118.00
PALM SPRINGS, 92262	223	131.75	161.00	190.50	110.00
PALMDALE, 93550 51	167	85.25	104.00	123.00	71.00
PALOS VERDES ESTATES, 90274	168	39.75	48.50	57.50	33.00
PANORAMA CITY, 91402	169	26.75	32.50	38.50	22.00
PARAMOUNT, 90723	170	24.00	29.50	35.00	20.00
PASA ROBLES, 93446	246	254.25	310.00	367.00	212.00
PASADENA EAST, 91103 04 07 09 17	48	20.75	25.00	29.50	17.00
PASADENA WEST, 91101 05 06 25 26	47	18.00	22.00	26.00	15.00
PEARBLOSSOM, 93553	239	91.25	111.00	131.50	76.00
PICO RIVERA, 90660	171	18.00	22.00	26.00	15.00
PLACENTIA, 92670	172	45.00	55.00	65.00	37.50
PLAYA DEL REY, 90293	173	22.50	27.50	32.50	18.50

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----- To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
POMONA, 91766 91767 91768	175	38.00	46.00	54.50	31.50
RANCHO CUCAMONGA, 91730	232	61.25	74.50	88.50	51.00
RANCHO MIRAGE, 92270	253	137.75	168.00	199.00	115.00
RANCHO PARK, 90064	32	19.50	23.50	28.00	16.00
RANCHO SANTA FE, 92067	453	137.75	168.00	199.00	115.00
REDLANDS, 92373	176	96.00	117.00	138.50	80.00
REDONDO BEACH NORTH, 90278	69	36.00	44.00	52.00	30.00
REDONDO BEACH, 90277	70	33.75	41.00	48.50	28.00
RESEDA, 91335	72	31.50	38.00	45.00	26.00
RIVERSIDE, 92501	177	76.25	93.00	110.00	63.50
RNCHO STA MRGRTA, 92688	235	84.00	102.50	121.50	70.00
ROSEMEAD, 91770	71	15.75	19.00	22.50	13.00
SAN BERNARDINO, 92401 02 92376	178	75.50	92.00	109.00	63.00
SAN CLEMENTE, 92672	230	84.00	102.50	121.50	70.00
SAN DIEGO, 92101	463	129.50	158.00	187.00	108.00
SAN DIMAS, 91773	180	38.75	47.00	55.50	32.00
SAN FERNANDO, 91340	181	28.50	34.50	41.00	23.50
SAN FRANCISCO, 94101	242	479.00	584.00	692.00	400.00
SAN GABRIEL, 91775 91776	182	16.50	20.00	23.50	13.50
SAN JACINTO, 92383	273	109.25	133.00	157.50	91.00
SAN JUAN CPSTRNO, 92675	183	73.25	89.50	106.00	61.00
SAN JUAQUIN, 93660	244	266.00	324.50	384.50	222.00
SAN LUIS OBISPO, 93401	245	234.75	286.50	339.50	196.00
SAN MARINO, 91108	184	19.50	23.50	28.00	16.00
SAN PEDRO, 90731	185	34.25	42.00	49.50	28.50
SANTA ANA, 92701 03 04 05 06 07	51	53.00	64.50	76.50	44.00
SANTA BARBARA, 93101	186	131.75	161.00	190.50	110.00
SANTA CLARITA, 91350	187	48.00	58.50	69.50	40.00
SANTA FE SPRINGS, 90670	188	19.50	23.50	28.00	16.00
SANTA MARIA, 93454	251	221.50	270.50	320.50	185.00
SANTA MONICA, 90401	53	21.75	26.50	31.50	18.00
SANTA MONICA, 90402 03 04	52	20.75	25.00	29.50	17.00
SANTA MONICA, 90405	54	21.75	26.50	31.50	18.00
SANTA PAULA, 93060	228	89.00	108.50	128.50	74.00
SEAL BEACH, 90740	189	45.00	55.00	65.00	37.50
SEPULVEDA, 91343	190	30.00	36.50	43.50	25.00
SHAFTER, 93263	268	159.50	194.50	230.50	133.00
SHERMAN OAKS, 91403 91423	55	25.50	31.00	36.50	21.00
SIERRA MADRE, 91024	191	24.00	29.50	35.00	20.00
SIMI VALLEY, 93065	192	56.75	69.00	81.50	47.00

C U S T O M E R R A T E S H E E T

From Zone: 218

Regular (5 Hrs) \$1.20/m Min=\$ 7.50
Express (3 Hrs) \$1.46/m Min=\$ 9.00
Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	Zone	REG Charge	EXP Charge	SUP Charge	BAS Charge
SOLANA BEACH, 92075	457	135.50	165.00	195.50	113.00
SOMIS, 93006	233	71.00	86.50	102.50	59.00
SORRENTO VALLEY, 92121	482	137.50	167.50	198.50	114.50
SOUTH GATE, 90280	193	20.75	25.00	29.50	17.00
SOUTH PASADENA, 91030 31	50	17.00	20.50	24.50	14.00
STANTON, 90680	194	42.75	52.00	61.50	35.50
STUDIO CITY, 91604	43	19.50	23.50	28.00	16.00
SUN VALLEY, 91352	196	27.00	33.00	39.00	22.50
SUNLAND, 91040	195	30.75	37.50	44.50	25.50
SYLMAR, 91342	132	31.50	38.00	45.00	26.00
TAFT, 93268	278	152.50	185.50	220.00	127.00
TARZANA, 91356	215	30.00	36.50	43.50	25.00
TEMECULA, 92390	238	109.25	133.00	157.50	91.00
TEMPLE CITY, 91780	197	18.00	22.00	26.00	15.00
THOUSAND OAKS, 91360 91361	198	60.00	73.00	86.50	50.00
TOLUCA LAKE, 91602	44	17.00	20.50	24.50	14.00
TOPANGA, 90290	199	36.00	44.00	52.00	30.00
TORRANCE SOUTH, 90505	57	29.00	35.50	42.00	24.00
TORRANCE, 90501 90503	56	29.00	35.50	42.00	24.00
TUJUNGA, 91042	200	29.75	36.00	42.50	24.50
TULARE, 93247	277	209.50	255.50	303.00	175.00
TUSTIN, 92680	201	49.25	60.00	71.00	41.00
UNIVERSAL CITY, 91608	58	18.75	23.00	27.00	15.50
UNIVERSITY, 92122	483	135.50	165.00	195.50	113.00
UPLAND, 91786	202	51.75	63.00	74.50	43.00
VALENCIA, 91354 91355	203	45.75	55.50	66.00	38.00
VAN NUYS, 91401 91406 91411	59	27.75	34.00	40.00	23.00
VENICE / MARINA DEL REY, 90291	40	23.00	28.00	33.00	19.00
VENTURA, 93001 03	204	84.00	102.50	121.50	70.00
VISALIA, 93277	241	248.25	302.50	358.50	207.00
W HOLLYWOOD NORTH OF SUNSET, 90069	36	12.00	15.00	17.50	10.00
W HOLLYWOOD SO OF SUNSET, 90046	35	17.00	20.50	24.50	14.00
W HOLLYWOOD SO OF SUNSET, 90069	34	16.50	20.00	23.50	13.50
WALNUT, 91789	205	32.75	39.50	47.00	27.00
WASCO, 93280	261	98.50	120.00	142.00	82.00
WEST COVINA, 91790	207	26.75	32.50	38.50	22.00
WEST LOS ANGELES, 90025	33	19.50	23.50	28.00	16.00
WESTMINSTER, 92683	209	42.00	51.50	61.00	35.00
WESTWOOD, 90024 95	37	18.00	22.00	26.00	15.00
WHITTIER SE, 90603	211	23.75	28.50	34.00	19.50

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Sub-paragraph 5.5- Invoices and Payments	5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in <i>Exhibit A – Statement Of Work</i> and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in <i>Exhibit B- Pricing Schedule</i> , and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.	Inspection by County of Invoices and Statements Interviews of concerned County personnel Observation/ reports by County personnel	\$200 for every month with reported/ observed discrepancies, in addition to the individual adjustments computed using the prices in <i>Exhibit B- Pricing Schedule</i> .
	5.5.2 The Contractor's invoices shall be priced in accordance with <i>Exhibit B- Pricing Schedule</i> .		
	7.1.1 The Contractor's Project Manager is designated in <i>Exhibit F- Contractor's Administration</i> . The Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 for each instance of failure to notify County of change(s)
Contract: Paragraph 7.0 – Administration of Contract – Contractor			

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<u>Contract:</u> Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	8.37 Contractor to maintain and provide the County Counsel with access to all required documents as specified in Sub-paragraph 8.37	Inspection of files	Any instance of non-compliance: option to terminate for material breach of contract.
<u>Contract:</u> Sub-paragraph 8.39 - Subcontracting	8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this contract..	Inspection & Observation	Option to terminate contract for material breach of contract.
<u>Statement Of Work (SOW)</u> Paragraph 1.0- Scope of Work	1.2 Upon request by County Counsel, Contractor shall provide court filing services to Central District, to outer branch courts of Los Angeles County and to Orange County, San Bernardino County or Ventura County, as listed in <i>Technical Exhibit 5</i> .	Random monitoring/ User Complaint Reports by County personnel Interviews of requesting parties/ addressees	\$200 for every month with more than one instance of unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.
<u>SOW:</u> Paragraph 8, Specific Work Requirements	<u>For Messenger Services</u> 8.1 Contractor shall be responsible for providing to County Counsel, various levels of pick up and delivery service:	Random monitoring/ User Complaint Reports by County personnel Interviews of requesting parties/ addressees	\$200 for every month with more than one instance of delayed and/or unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
	8.1.1 <u>Regular</u> – Pick up and delivery within 4 hours of request; written Proof Of Delivery (POD) available upon request.	Random monitoring & inspection	\$50 for every month with more than one instance of incomplete entries in logbook
	8.1.2 <u>Express</u> – Pick up and delivery within 2 hours or less of request; written POD available upon request.		
	8.1.3 <u>Super</u> – Uninterrupted, direct pick up and delivery within 1 hour of request, with written POD.		
	8.2 Contractor's personnel shall provide and use a County-designed log book, <i>Exhibit 3</i> , to document the performance of messenger services.		
	8.3 Contractor's personnel shall complete this log book accurately at all times:		
	8.3.1 Contractor's personnel shall affix his signature/ number in the log book at the time of service.		
	8.3.2 Contractor's personnel shall write down his time in and time out in the log book at the time of service.		

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
	<p><u>For Court Filing Services</u></p> <p>8.4 Contractor's personnel shall perform the following duties:</p> <p>8.4.1 Promptly deliver court filing documents to proper court, department, designated window or room number.</p> <p>8.4.2 Upon request from County's Contracts Administrator or Court Clerk:</p> <ul style="list-style-type: none"> • Pull court files for review or photocopying. • Pull register pages • Pull court notes • Pull files from archives or courthouse • Ensure that file copy and instruction sheet are conformed by the Court Clerk, or personally conform the document when requested by the Court Clerk. • Return conformed copy of filed document and instruction sheet to County's Contracts Administrator on the same day of pick-up, or on the next working day when applicable. 	<p>Random monitoring/ User Complaint Reports by County personnel</p> <p>Interviews of requesting parties/ addressees</p>	<p>\$200 for every month with more than one instance of delayed and/or unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.</p>

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
	<ul style="list-style-type: none"> Obtain certified copies of various court documents when requested. Submit for recording court or other legal documents to, or retrieve documents from, the Los Angeles County Registrar-Recorder/ County Clerk. 		

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

SOUTHERN CALIFORNIA MESSENGERS (SCM)

Contractor Name

5757 Wilshire Boulevard, Suite 210, Los Angeles, CA 90036

Address

95-4365679

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

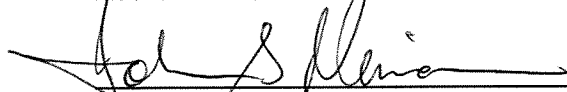
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

JOHN S. NEIMAN, Vice President

Authorized Official's Printed Name and Title



Authorized Official's Signature

6/8/06

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: BRENDA J. WASHINGTON

Title: Head, Administrative Systems

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-1962

Facsimile: (213) 617-6780

E-Mail Address: bwashington@counsel.co.la.ca.us

COUNTY'S CONTRACTS ADMINISTRATOR:

Name: VERITTA SMITH

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-0718

Facsimile: (213) 617-6780

E-Mail Address: vsmith@counsel.co.la.ca.us

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:Name: John NeimanTitle: Director of Operations & V.P.Address: 5757 Wilshire Blvd #210Los Angeles, Ca. 90036Telephone: 323-933-1000Facsimile: 323-933-9797E-Mail Address: jneiman@messengers.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: John NeimanTitle: V.P. & Director of operationsAddress: 5757 Wilshire Blvd #210Los Angeles, Ca. 90036Telephone: 323-933-1000Facsimile: 323-933-9797E-Mail Address: jneiman@messengers.com

Name: Annette Assil

Title: President

Address: 5757 Wilshire Blvd #210
Los Angeles, Ca. 90036

Telephone: 323-933-1000

Facsimile: 323-933-9797

E-Mail Address: anetneman@covad.net

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: John Neiman

Title: Director of Operation & V.P.

Address: 5757 Wilshire Blvd #210
Los Angeles, Ca. 90036

Telephone: 323-933-1000

Facsimile: 323-933-9797

E-Mail Address: jneiman@messengers.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed CONTRACT. Work cannot begin on the CONTRACT until COUNTY receives this executed document.)

CONTRACTOR NAME SOUTHERN CALIFORNIA MESSENGERS (SCM) Contract No. _____

GENERAL INFORMATION:

the contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the county. the county requires the corporation to sign this contractor acknowledgement and confidentiality agreement.

CONTRACTOR ACKNOWLEDGEMENT:

contractor understands and agrees that the contractor employees, consultants, outsourced vendors and independent contractors (CONTRACTOR's staff) that will provide services in the above referenced agreement are contractor's sole responsibility. contractor understands and agrees that CONTRACTOR's staff must rely exclusively upon contractor for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's staff's performance of work under the above-referenced contract.

contractor understands and agrees that CONTRACTOR's staff are not employees of the County of Los Angeles for any purpose whatsoever and that CONTRACTOR's staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. contractor understands and agrees that CONTRACTOR's staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and CONTRACTOR's staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, CONTRACTOR and CONTRACTOR's staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, CONTRACTOR and CONTRACTOR's staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and CONTRACTOR's staff understand that if they are involved in COUNTY work, the COUNTY must ensure that CONTRACTOR and CONTRACTOR's staff, will protect the confidentiality of such data and information. Consequently, CONTRACTOR must sign this Confidentiality Agreement as a condition of work to be provided by CONTRACTOR's staff for the COUNTY.

CONTRACTOR and CONTRACTOR's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's staff agree to forward all requests for the release of any data or information received to COUNTY's Contracts Administrator.

CONTRACTOR and CONTRACTOR's staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and CONTRACTOR's staff under the above-referenced contract. CONTRACTOR and CONTRACTOR's staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or COUNTY employees who have a need to know the information. CONTRACTOR and CONTRACTOR's staff agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, CONTRACTOR and CONTRACTOR's staff shall keep such information confidential.

CONTRACTOR and CONTRACTOR's staff agree to report any and all violations of this Agreement by CONTRACTOR and CONTRACTOR's staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's staff become aware.

CONTRACTOR and CONTRACTOR's staff acknowledge that violation of this Agreement may subject CONTRACTOR and CONTRACTOR's staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 6/8/06

PRINTED NAME: _____

JOHN S. NEIMAN

POSITION: _____

VICE PRESIDENT

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "CONTRACT" means any agreement to provide goods to, or perform services for or on behalf of, the COUNTY but does not include:
 - 1. A CONTRACT where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A CONTRACT where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal CONTRACT; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the COUNTY pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the CONTRACTOR has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. CONTRACTs that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a CONTRACT, a CONTRACTOR shall certify to the COUNTY that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the CONTRACT.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a CONTRACTOR's violation of any provision of this chapter, the COUNTY department head responsible for administering the CONTRACT may do one or more of the following:

1. Recommend to the board of supervisors the termination of the CONTRACT; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any CONTRACTOR or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any CONTRACTOR that meets all of the following:
 1. Has ten or fewer employees during the CONTRACT period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the CONTRACT awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the CONTRACT awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wynne Brathwaite Burke, Supervisora, Segundo Distrito

Zee Yaroslavsky, Supervisor, Tercer Distrito

Don Khabz, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a CONTRACT with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a CONTRACT is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this AGREEMENT;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or Subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and Subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent or Subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT K

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT L

USER COMPLAINT REPORT (UCR) FORM

CONTRACT SUPPORT SERVICES COMPLAINT FORM

DATE: _____

REQUESTOR'S NAME: _____

PHONE EXTENSION: _____

DIVISION: _____

VENDOR INFORMATION

• VENDOR NAME: _____

• VENDOR PERSONNEL INVOLVED: _____

TYPE OF SERVICE

• SERVICE OF PROCESS: ☐ NAME: _____

ADDRESS: _____

• MESSENGER SERVICE: ☐ NAME: _____

ADDRESS: _____

• COURT: _____ BRANCH NAME: _____

A. FILING ☐ CASE NAME: _____

CASE NUMBER: _____

B. SPECIAL REQUEST ☐

• DATE OF REQUEST: _____

• TIME REQUESTED: _____

DEADLINE/TIMEFRAME GIVEN: (CHECK ONE)

YES ☐ NO ☐

DATE: _____

STATUS OF REQUEST: (CHECK ONE)

COMPLETED ☐ INCOMPLETE ☐

DATE: _____

COMPLAINT: (BRIEF EXPLANATION)

EXHIBIT M

MESSENGER'S LOG BOOK

MESSANGER'S LOG BOOK

NAME OF MESSENGER SERVICES COMPANY: _____

MONTH OF: _____

REQUESTING DIVISION: _____

[illegible]

EXHIBIT N

COUNTY COUNSEL SITE LOCATIONS

COUNTY COUNSEL SITE LOCATIONS

<p>Administrative Headquarters/ Main Location</p>	<p>Kenneth Hahn Hall of Administration Room 652 500 W. Temple Street Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Executive Office</i> - <i>Administrative Services Bureau</i> - <i>General Litigation Division</i> - <i>Government Services Division</i> - <i>Health Services Division</i> - <i>Labor & Employment Division</i> - <i>Law Enforcement Division</i> - <i>Litigation Cost Division</i> - <i>Property Division</i> - <i>Public Works Division</i> - <i>Social Services Division</i>
<p>Field Locations</p>	<p>Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754</p> <ul style="list-style-type: none"> - <i>Dependency Division</i> - <i>Dependency Appeals Division</i> <p>Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754</p> <p>World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071</p> <ul style="list-style-type: none"> - <i>Probate Division</i> - <i>Workers' Compensation</i> <p>Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065</p> <p>Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Transportation Division</i> <p>900 South Fremont Avenue Alhambra, CA 91803</p> <ul style="list-style-type: none"> - <i>Department of Public Works</i> <p>Department 426 1040 W. Ave. J, Suite 1114 Lancaster, CA 93534</p> <p>Sacramento Legislative Office 1150 K Street, Suite 400 Sacramento, CA 95814</p>

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

EXHIBIT O

**DIRECTORY OF
SOUTHERN CALIFORNIA COURTS**

DIRECTORY OF SOUTHERN CALIFORNIA COURTS

CENTRAL DISTRICT COURTS

COURT	ADDRESS	PHONE
Superior Court	111 N. Hill St., Los Angeles	(213) 974-5181
U. S. District Court	312 N. Spring St., #G-8, Los Angeles	(213) 894-3535
Bankruptcy Court	Edward R. Roybal Federal Bldg., 255 E. Temple St., Los Angeles	(213) 894-3118
Court of Appeals	300 S. Spring St., Fl. 2, N. Tower, Los Angeles	(213) 830-7000
California Supreme Court	Ronald Reagan Bldg., 300 S. Spring St., Flr. 2, Los Angeles	(213) 830-7570

SUPERIOR AND DISTRICT COURTS

1. LOS ANGELES COUNTY

COURT	ADDRESS	PHONE
Airport	11701 S. La Cienega Blvd.	(310) 727-6560
Alhambra	150 W. Commonwealth Ave.	(626) 308-5521
Antelope	42011 4 th St., West, Lancaster	(661) 974-7200
Bellflower	10025 E. Flower St.	(562) 804-8025
Beverly Hills	9355 Burton Way ,	(310) 860-0070
Burbank	300 E. Olive St.	(818) 557-3482
Catalina	215 Summer Ave.,Avalon	(310) 510-0026
Central Civil West	600 S. Commonwealth	(213) 351-8204
Chatsworth	9425 Penfield Ave.	(818) 576-8506
Compton	200 W. Compton Blvd.	(310) 762-9100
Culver	4130 Overland Ave.	(310) 202-3120
Downey	7500 E. Imperial Highway	((562) 803-7057
East Los Angeles	214 S. Fetterly Ave.	(213) 780-2055

Los Angeles County, continued

COURT	ADDRESS	PHONE
Edelman, Edmund D. Children's Court (Monterey Park)	201 Centre Plz. Dr., # 3, Monterey Park	(323) 526-6330
El Monte	11234 E. Valley Blvd.	(626) 575-4104
Glendale	600 E. Broadway	(818) 500-3551
Hollywood	5925 Hollywood Blvd.	(323) 856-5747
Huntington Park	6458 Miles Ave.	(323) 586-6351
Inglewood	One Regent St.	(310) 419-5132
Long Beach	415 W. Ocean Blvd.	((562) 491-6201
Los Padrinos	7281 E. Quill Drive, Downey	(562) 940-8813
Malibu	23525 Civic Center Way	(310) 317-1335
Metropolitan	1945 S. Hill St.	(213) 742-1884
Norwalk	12720 Norwalk Blvd.	(562) 807-7340
Pasadena	300 E. Walnut St.	(626) 356-5684
Pomona (North)	350 W. Mission Blvd.	(909) 620-3201
Pomona (South)	400 Civic Center Plz.	(909) 620-3006
Redondo Beach	117 W. Torrance Blvd.	(310) 798-6891
San Fernando	900 Third St.	(818) 898-2655
Santa Clarita	23747 W. Valencia Blvd., Valencia	(661) 253-7316
Santa Monica	1725 Main St.	(310) 260-3641
Torrance	825 Maple Ave.	(310) 222-8808
Van Nuys	6230 Sylmar Ave.	(818) 374-2171
West Los Angeles	1633 Purdue Ave.	(310) 312-6545
Whittier	7339 S. Painter Ave,	(562) 907-3127

2. SAN BERNARDINO COUNTY

COURT	ADDRESS	PHONE
SUPERIOR COURT		
Court Executive Office & Administration	172 W. Third St., Fl. 2	(909) 387-6500
Appeals & Appellate Division	401 N. Arrowhead Ave.	(909) 387-4758
DISTRICT COURTS		
Barstow	235 E. Mountain View Ave.	(760) 256-4817
Big Bear	477 Summit Blvd.	(909) 866-0150
Central	351 N. Arrowhead	(909) 387-4774
Chino	13260 Central Ave.,	(909) 356-5337
Fontana	17780 Arrow Route	(909) 356-6473
Joshua Tree	6527 White Feather Rd.	(760) 366-4017
Needles	1111 Bailey Ave.	(760) 326-9245
Rancho Cucamonga	8303 No. Haven Ave.	(909) 945-4131
Redlands	216 Brookside Ave.	(909) 798-8550
Twin Peaks	26010 State Highway 189	(909) 336-0620
Victorville	14455 Civic Drive	(760) 243-8683

3. ORANGE COUNTY

SUPERIOR COURT	ADDRESS	PHONE
Central Justice Center	700 Civic Center Dr., West, Santa Ana	(714) 834-4735
Harbor Justice Center	4601 Jamboree Rd., Newport Beach	(949) 476-4699
Lamoreaux Justice Center	341 The City Drive, Orange	(714) 935-7000
North Justice Center	12725 N. Berkeley Ave., Fullerton	(714) 773-4555
West Justice Center	8141 13 th St., Westminster	(714) 896-7111

4. VENTURA COUNTY

SUPERIOR COURT/ DIVISION	ADDRESS	PHONE
Main Courthouse	Hall of Justice, 800 S. Victoria Ave.	(805) 654-2965
East County Division	3855-F Alamo St., Simi Valley	(805) 582-8086
Juvenile Division	4353 Vineyard Ave., Oxnard	(805) 981-5977

EXHIBIT P

COURT FILING PROCEDURES/ SPECIFIC RESPONSIBILITIES

COURT FILING PROCEDURES

SPECIFIC RESPONSIBILITIES

CONTRACTOR'S COURT FILER

1. Pick up all court filings from requesting Management/ Division Secretary/ Legal staff.
2. Examine the Instruction Sheet attached to each filing and/or special request for completeness and filing type.
3. For civil court filings, consult County's Contracts Administrator or designee in Room 605, or the requesting Secretary, Paralegal, Attorney or Division Secretary, if there are any questions.
4. File civil documents in central district and outer branch courts as instructed.
5. Forward conformed copy of document(s) to County's Contracts Administrator or designee.
6. If a problem occurs while filing a document, notify the County's Contracts Administrator or designee, or the Secretary specified on the Instruction Sheet
7. If the County's Contracts Administrator, his/her designee, or the Secretary specified on the Instruction Sheet are unavailable, notify any one of the following of the problem:
 - Paralegal
 - Attorney or alternate
 - Division Secretary
 - Division Chief
8. Obtain a decision from any one of the County staff named in steps 6 and 7 above on how to resolve the problem.
9. if the decision is not to file, proceed to do the following :
 - Note reason for not filing document on Instruction Sheet.
 - Return Instruction Sheet and document(s) to County's Contracts Administrator or designee.

COUNTY'S CONTRACTS ADMINISTRATOR/ DESIGNEE

1. File Instruction Sheet for reference.
2. Forward civil document(s) to appropriate attorney.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NOW LEGAL SERVICES, LLC

FOR

DAILY MESSENGER

AND AS-NEEDED COURT FILING SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
NOW LEGAL SERVICES, LLC
FOR
DAILY MESSENGER
AND AS-NEEDED COURT FILING SERVICES**

This CONTRACT and Exhibits made and entered into this 1st day of July, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and NOW LEGAL SERVICES, LLC, hereinafter referred to as CONTRACTOR. NOW LEGAL SERVICES, LLC is located at 1301 West 2nd Street, # 206, Los Angeles, CA 90026.

RECITALS

WHEREAS, the COUNTY may CONTRACT with private businesses for Daily Messenger and As-Needed Court Filing Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Daily Messenger and Court Filing Services; and

WHEREAS, the COUNTY has deemed it legal, feasible, and cost-effective to CONTRACT Daily Messenger and As-Needed Court Filing Services; and

WHEREAS, this CONTRACT is therefore authorized under Section 31000 of the California Government Code;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P are attached to and form part of this CONTRACT. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base CONTRACT and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the CONTRACT and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement Of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Performance Requirements Summary Chart
- 1.4 EXHIBIT D - CONTRACTOR's EEO Certification
- 1.5 EXHIBIT E - COUNTY's Administration
- 1.6 EXHIBIT F - CONTRACTOR's Administration
- 1.7 EXHIBIT G - CONTRACTOR Acknowledgement & Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibit:

- 1.10 EXHIBIT J - CONTRACTOR's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

Technical Exhibits:

- 1.11 EXHIBIT K CONTRACT Discrepancy Report
- 1.12 EXHIBIT L User Complaint Report (UCR) Form
- 1.13 EXHIBIT M Messenger's Log Book
- 1.14 EXHIBIT N County Counsel Site Locations
- 1.15 EXHIBIT O Directory of Southern California Courts
- 1.16 EXHIBIT P Court Filing Procedures/ Specific Responsibilities

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **CONTRACT:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement Of Work, Exhibit A.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement Of Work.
- 2.3 **COUNTY'S PROJECT DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this CONTRACT that cannot be resolved by the COUNTY's Contracts Administrator.
- 2.4 **COUNTY'S CONTRACTS ADMINISTRATOR:** Person designated by COUNTY's Project Director to manage the operations under this CONTRACT.
- 2.5 **DAY(S):** Calendar day(s) unless otherwise specified.
- 2.6 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this CONTRACT, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement Of Work, Exhibit A*.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this CONTRACT, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this CONTRACT shall be three (3) years commencing after execution by COUNTY's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this CONTRACT.
- 4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to two (2) additional one-year periods, for a maximum total CONTRACT term of five (5) years. Each such option to extend shall be exercised at the sole discretion of the Office of the Los Angeles County Counsel.
- 4.3 The CONTRACTOR shall notify County Counsel when this CONTRACT is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to County Counsel at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 CONTRACTOR shall provide services at the rates set forth in *Exhibit B, Pricing Schedule*, which is attached and incorporated by this reference. COUNTY shall have no obligation for payment of fees or any work performed by CONTRACTOR except for those services which are expressly authorized pursuant to this CONTRACT.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, SUBCONTRACT, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total CONTRACT authorization under this CONTRACT. Upon occurrence of this event, the CONTRACTOR shall send written notification to County Counsel at the address herein provided in *Exhibit E - County's Administration*.

5.4 No Payment for Services Provided Following Expiration/ Termination of CONTRACT

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this CONTRACT. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this CONTRACT.

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement Of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this CONTRACT. The CONTRACTOR's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in *Exhibit A - Statement Of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this CONTRACT shall be submitted in two (2) copies to the following address:

Veritta Smith
Administrative Services Bureau
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Vsmith@counsel.co.la.ca.us
Fax (213) 617-6780

- a. 5.5.6 **County Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contracts Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt by the COUNTY of properly prepared invoices. Upon approval of these invoices, payment by the COUNTY shall be made monthly, subject to auditing requirements of the COUNTY Auditor-Controller and provided that a CONTRACTOR is not in default under any provision of this CONTRACT.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this CONTRACT are met;
- making changes in the terms and conditions of this CONTRACT in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S CONTRACTS ADMINISTRATOR

The responsibilities of the COUNTY's Contracts Administrator include:

- meeting with the CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Contracts Administrator is not authorized to make any changes in any of the terms and conditions of this CONTRACT and is not authorized to further obligate COUNTY in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The CONTRACTOR's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the

COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with COUNTY's Contracts Administrator on a regular basis.

7.1.3 The CONTRACTOR's Project Manager must have three (3) years of documented, prior experience discharging supervisory functions in the messenger and court filing services industry.

7.2 Approval of Contractor's staff

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Project Manager.

7.3 Contractor's staff Identification

7.3.1 The CONTRACTOR shall provide all staff assigned to this CONTRACT with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. The CONTRACTOR's staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 The CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this CONTRACT. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY CONTRACT.

- 7.3.3 If COUNTY requests the removal of the CONTRACTOR's staff, the CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the CONTRACT.

7.4 Background and Security Investigations

- 7.4.1 At any time prior to or during term of this CONTRACT, the COUNTY may require that all CONTRACTOR's staff performing work under this CONTRACT undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this CONTRACT. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.4.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the COUNTY CONTRACT at any time during the term of this CONTRACT. COUNTY will not provide to the CONTRACTOR or to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 7.4.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 7.4.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

7.5 Confidentiality

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this CONTRACT in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT.
- 7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the CONTRACT which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this CONTRACT for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this CONTRACT and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this CONTRACT correspondingly for that fiscal year and any subsequent fiscal year during the term of this CONTRACT (including any extensions), and the services to be provided by the CONTRACTOR under this CONTRACT shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said

reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this CONTRACT.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, CONTRACT Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.2 For any change which affects the scope of work, term, CONTRACT Sum, payments, or any term or condition included under this CONTRACT, an Amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Project Director.

8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.4 The COUNTY's Contracts Administrator, may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this CONTRACT during the period of such extensions. To implement an extension of time, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after CONTRACT effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Contracts Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY's Contracts Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this CONTRACT are hereby incorporated herein by reference.
- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses,

including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulation, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT. The CONTRACTOR shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This CONTRACT is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this CONTRACT.

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the

CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the AGREEMENT.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, the CONTRACTOR shall have a continuing obligation to review the

applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Sub-paragraph of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the CONTRACT and/or bar the CONTRACTOR from the award of future COUNTY CONTRACTs for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this CONTRACT or any competing CONTRACT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation,

of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this CONTRACT. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this CONTRACT.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this CONTRACT.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will

interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other CONTRACTs which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTs for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTs the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the County Counsel will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the County Counsel shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County CONTRACTORS.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors' place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the

COUNTY through CONTRACT are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all CONTRACT terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the CONTRACT in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to

the eligibility for employment of any persons performing work under this CONTRACT.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this CONTRACT, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This CONTRACT shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this CONTRACT and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This CONTRACT is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.

8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this CONTRACT, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors, to maintain, the following programs of insurance specified in this CONTRACT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith**

prior to commencing services under this CONTRACT. Such certificates or other evidence shall:

- Specifically identify this CONTRACT;
- Clearly evidence all coverages required in this CONTRACT;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this CONTRACT; and

- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the CONTRACT upon which the COUNTY may immediately terminate or suspend this CONTRACT. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this CONTRACT which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this CONTRACT.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Contracts Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this CONTRACT.

8.23.5 Compensation for County Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, s, or
- The CONTRACTOR providing evidence submitted by Subcontractors, evidencing that Subcontractors, maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Counsel, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’s invoice for work not satisfactorily performed. A written notice describing the reasons for said action, the work not satisfactorily performed, and the amount to be withheld or deducted

from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the County Counsel, or his/her designee.

8.25.2 If the County Counsel determines that there are deficiencies in the performance of this CONTRACT that the County Counsel deems are correctable by the CONTRACTOR over a certain time span, the County Counsel will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the County Counsel may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly CONTRACT Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 7*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Performance Requirements Summary or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this CONTRACT as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to the COUNTY.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national

origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.

8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR

has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this CONTRACT, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this CONTRACT.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This CONTRACT shall not restrict County Counsel from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this CONTRACT, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY's Contracts Administrator and/or COUNTY's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this CONTRACT. If the COUNTY's Contracts Administrator or COUNTY's Project Director is not able to resolve the dispute, the County Counsel or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this CONTRACT shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - CONTRACTOR's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Counsel through the COUNTY's Contracts Administrator shall have the authority to issue all notices or demands required or permitted by the COUNTY under this CONTRACT.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this CONTRACT and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee

of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this CONTRACT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this CONTRACT, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The CONTRACTOR shall not disclose any details in connection with this CONTRACT to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this CONTRACT within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this CONTRACT, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this CONTRACT with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years

thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.

8.37.3 If, at any time during the term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that the COUNTY's cost obligation for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this CONTRACT or otherwise. If such audit finds that the

COUNTY's cost obligation for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

8.37.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR's compliance with California labor laws and/or the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this CONTRACT, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR's employees who have provided services to the COUNTY under this CONTRACT is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and/or the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this

CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such materials and information is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this CONTRACT.

8.39 SUBCONTRACTING

8.39.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this CONTRACT.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the county from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith**

before any Subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE
PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this CONTRACT. Without limiting the rights and remedies available to the COUNTY under any other provision of this CONTRACT, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this CONTRACT pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this CONTRACT on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this CONTRACT; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this CONTRACT in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this CONTRACT arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "SUBCONTRACTOR" and "Subcontractor(s)" mean Subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this CONTRACT in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-

paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's CONTRACT sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the County Counsel, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this CONTRACT or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this CONTRACT, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, the COUNTY shall be entitled to pursue the same

remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this CONTRACT.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this CONTRACT, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this CONTRACT during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this CONTRACT in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this CONTRACT, then this CONTRACT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this CONTRACT or the application thereof to any person or circumstance is held invalid, the remainder of this CONTRACT and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this

CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any CONTRACT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this CONTRACT and, at its sole discretion, deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this CONTRACT, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit J* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This CONTRACT is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this CONTRACT to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the CONTRACT amount and what the COUNTY's costs would have been if the CONTRACT had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the CONTRACT; and

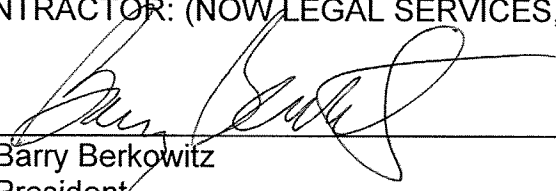
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

IN WITNESS WHEREOF, CONTRACTOR has executed this CONTRACT, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this CONTRACT to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (NOW LEGAL SERVICES, LLC)

By


Barry Berkowitz
President

COUNTY OF LOS ANGELES

By

MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By



Karen A. Lichtenberg
Assistant County Counsel

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

- 1.1 CONTRACTOR shall provide messenger and related services upon request from County Counsel's paralegal, secretarial, administrative, and management personnel.
- 1.2 Upon request by County Counsel, CONTRACTOR shall provide court filing and related services to Central District, to outer branch courts of Los Angeles County and to the courts of Orange County, San Bernardino County or Ventura County as listed in *Exhibit O, Directory of Southern California Courts*.
- 1.3 The County Counsel reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County Counsel reserves the right to require the CONTRACTOR to perform specific tasks and/or work extra hours in addition to what are stated in *Paragraph 7.0, Hours/ Days of Work* and *Paragraph 8.0, Specific Work Requirements*, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.
- 2.2 All changes must be made in accordance with *sub-paragraph 8.4 Change Notices and Amendments of the Contract*.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY of a consistently high quality of service throughout the term of the CONTRACT. The Plan shall be submitted to the COUNTY's Contracts Administrator for review. The plan shall include, but may not be limited to the following:

- 3.1 A monitoring plan for the duration of the CONTRACT that shall include, but not be limited to, the following elements:
 - 3.1.1 Activities to be monitored*to ensure compliance with all CONTRACT requirements;
 - 3.1.2 Monitoring methods to be used;
 - 3.1.3 Frequency of monitoring with specific timelines, if possible;

- 3.1.4 Forms to be used in monitoring;
- 3.1.5 Title/level and qualifications of personnel performing monitoring functions;
and
- 3.1.6 Documentation methods for all monitoring results, including any corrective
action taken.
- 3.2 A protocol for addressing/ resolving operations problems identified by the
COUNTY that shall include, but not be limited to, the following elements:
 - 3.2.1 the procedures flow starting from recording of identified problem,
investigation, corrective action, up to feedback on corrective action and
preventive maintenance plan to County Counsel
 - 3.2.2 the records, reports and forms to be used
 - 3.2.3 the CONTRACTOR's personnel responsible for each task and time limits
set for each task

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this CONTRACT using the quality assurance procedures as defined in this *Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan*.

4.1 Contract Discrepancy Report

Notification of a CONTRACT discrepancy will be made to the COUNTY's Contracts Administrator as soon as possible whenever a CONTRACT discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY's Contracts Administrator will determine whether a formal Contract Discrepancy Report, *Exhibit K*, shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY's Contracts Administrator within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY's Contracts Administrator within ten (10) workdays.

4.3 User Complaint Form

Problems relating to the performance of the CONTRACTOR's personnel may be recorded by the COUNTY on a User Complaint Report form (hereinafter referred to as "UCR"), *Exhibit L*. The CONTRACTOR shall respond in writing to the issue(s) stated in the UCR.

4.4 County Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this CONTRACT at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

5.0 DEFINITIONS

Evaluation The process by which the COUNTY evaluates Proposals and which result in the recommended selection of a CONTRACTOR.

Evaluation Document - The document used to evaluate, rank and ultimately recommend selection of a CONTRACTOR.

Evaluator – a person who evaluates a Proposal.

Exception – Objection raised by a Proposer to language or requirements in a specific section of the Request For Proposals. By taking exception, the Proposer invites the COUNTY's consideration of an alternative approach or alternate language to the CONTRACT.

Minimum Requirements/ Qualifications – Factors requested in the Request For Proposals that Proposers must meet to be eligible to submit a response/ proposal.

Negotiation – The phase of the contracting process in which the COUNTY and the top-ranking Proposer attempt to agree on the final version of the CONTRACT.

Non-responsibility – Non-responsibility refers to finding a Proposer incapable of performing as a responsible County CONTRACTOR, based on performance history or other relevant documentation.

Non-responsive – Non-responsive generally refers to the failure of a Proposer to comply with all solicitation requirements making the proposal ineligible for consideration during the Evaluation/ Review process.

Oral Interview – An interview with the Proposer to clarify the contents of the Proposal or to conduct a product demonstration.

Performance Requirements Summary (PRS) – A listing of required services used to monitor a CONTRACTOR's compliance with the CONTRACT. A PRS is usually included in the Statement Of Work.

Proposal – A document submitted by a Proposer in response to a Request For Proposals. A Proposal provides services and/or solutions to an identified need at a particular price under given terms and conditions.

Request For Proposals (RFP) – Solicitation based on proposed solutions in response to a defined need of the COUNTY. CONTRACT recommended for award to the Proposer who submits the Proposal deemed to be in the overall best interest of the COUNTY (generally the highest-ranking Proposer).

Responsible – Refers to a Proposer that has conducted itself in an acceptable manner as determined by the Board of Supervisors (County Code 2.202.030), and has the financial and managerial ability to perform the required work.

Responsive – Refers to a Proposal submitted to the COUNTY that complies with all the solicitation requirements.

Sample Contract – A document that may be included as an exhibit or attachment to a Solicitation Document containing those provisions intended by the COUNTY to be included in the final CONTRACT.

Statement Of Work (SOW) – A detailed statement of the services being provided or requested.

WebVen – The COUNTY's database and website, hosted by the Internal Services Department, used by departments to post and to notify potential registered Vendors of contracting opportunities.

6.0 RESPONSIBILITIES

The COUNTY's and the CONTRACTOR's responsibilities are as follows:

COUNTY

6.1 Personnel

The COUNTY, through the COUNTY's Contracts Administrator or Designee, will administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR's performance in the daily execution of this CONTRACT.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the CONTRACT, *Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments*.

CONTRACTOR

6.2 Project Manager

- 6.2.1 CONTRACTOR shall provide a full-time Project Manager or designated alternate. COUNTY must have access to the Project Manager anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on COUNTY holidays. CONTRACTOR shall provide a telephone number where the Project Manager may be reached.
- 6.2.2 Project Manager shall act as a central point of contact with the COUNTY. Project Manager shall demonstrate previous experience in the management of the work requirements for daily messenger services.
- 6.2.3 Project Manager/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the CONTRACT. Project Manager/ alternate shall be able to effectively communicate, in English, both orally and in writing.

6.2.4 Project Manager shall have three (3) years of documented prior experience discharging supervisory functions in the same or a similar business.

6.3 Personnel

6.3.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for CONTRACTOR in every detail and must read, speak, write and understand English.

6.3.2 CONTRACTOR's personnel shall be knowledgeable of general messenger services and court filing procedures.

6.3.3 CONTRACTOR's personnel shall be competent and responsible enough to handle sensitive materials and perform confidential duties.

6.3.4 CONTRACTOR's personnel shall acknowledge the attorney-client privilege and be bound by the Code of Professional Responsibility.

6.3.5 CONTRACTOR's personnel shall be courteous and neat in appearance at all times.

6.3.6 Court Filing Personnel

- a. CONTRACTOR's court filing personnel will file court documents in central district and outer-branch courts, and perform general court filing duties under the direction of the COUNTY's Contracts Administrator, as described in this *Exhibit A, Statement Of Work, Paragraph 8.0, Specific Work Requirements*.
- b. CONTRACTOR's court filing personnel assigned to the COUNTY must have at least one year of probate court filing experience and a minimum of six (6) months experience filing other civil court documents.
- c. CONTRACTOR's court filing personnel assigned to the COUNTY must be bonded.

6.4 Identification Badges

CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on COUNTY designated property.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

6.6.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints received about the CONTRACTOR's performance of the CONTRACT. The CONTRACTOR shall answer calls received by the answering service within one (1) hour of receipt of the call. When the office is closed, before 8:00 a.m. and after 5:00 p.m., Monday through Friday excluding weekends and COUNTY recognized holidays, an answering service shall be provided to receive calls. The CONTRACTOR shall respond to calls received by the answering service within one hour of resuming office hours.

7.0 HOURS/DAYS OF WORK

- 7.1 CONTRACTOR's order clerks will be available to receive requests for service from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 7.2 CONTRACTOR shall not provide service on COUNTY recognized holidays. These holidays may change slightly from year to year. Upon request, the County Counsel shall provide the CONTRACTOR with a list of holidays for the succeeding year prior to January 1 of that year.

8.0 SPECIFIC WORK REQUIREMENTS

For Messenger Services

- 8.1 CONTRACTOR shall be responsible for providing to County Counsel, various levels of pick up and delivery service:
 - 8.1.1 Regular – Pick up and delivery within four (4) hours of request; written Proof of Delivery (POD) available upon request.
 - 8.1.2 Express – Pick up and delivery within two (2) hours or less of the request; written POD available upon request.
 - 8.1.3 Super- Uninterrupted, direct pick up and delivery within one (1) hour of the request, with written POD.
- 8.2 CONTRACTOR shall provide and use a COUNTY-designed log book, *Exhibit M*, to document the performance of its messenger services.
- 8.3 CONTRACTOR's personnel shall complete the log book accurately at all times:
 - 8.3.1 The CONTRACTOR's personnel shall affix his signature/ number in the log book at the time of service.
 - 8.3.2 The CONTRACTOR's personnel shall write down his time in (time arrive) and time out (time depart) in the log book at the time of service.

For As-Needed Court Filing Services

- 8.4 CONTRACTOR's personnel's duties may include but shall not be limited to the following:
 - 8.4.1 Promptly deliver court filing documents to proper court, department, designated window or room number.
 - 8.4.2 When requested by the COUNTY's Contracts Administrator or Court Clerk:

- Pull court files for review or photocopying.
- Pull register pages.
- Pull court notes.
- Pull files from archives or courthouse
- Ensure that file copy and instruction sheet are conformed by the court clerk, or personally conform the document when requested by the court clerk.
- Return conformed copy of filed document and instruction sheet to COUNTY's Contracts Administrator on the same day of pick-up, or on the next working day when applicable.
- Obtain certified copies of various court documents.
- Submit for recording, legal documents to , and retrieve documents from, the Los Angeles County Registrar-Recorder/ County Clerk.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) Chart, *Exhibit C*, indicates the major areas of service that will be monitored by the COUNTY on a regular basis during the term of this agreement. All listings of services used in the Performance Requirements Summary (PRS) Chart are intended to be completely consistent with the CONTRACT and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the CONTRACT and the SOW. In any case of apparent inconsistency between services as stated in the CONTRACT and the SOW and this PRS, the meaning apparent in the CONTRACT and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the CONTRACT and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

When the CONTRACTOR's performance does not conform with the requirements of this CONTRACT, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action and preventive maintenance plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance,

specific steps to return performance to an acceptable level, and monitoring and other methods to prevent recurrence.

- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this CONTRACT for repeated, systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days, the COUNTY may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

This section does not preclude the COUNTY's right to terminate the CONTRACT upon ten (10) days written notice with or without cause, as provided for in the CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.*

EXHIBIT B

PRICING SCHEDULE

DAILY MESSENGER & AS-NEEDED COURT FILING SERVICES

Rates will apply from or to 500 West Temple, Los Angeles, California, 90012 or account of Office of Los Angeles County Counsel.

Proposed rates for pickup and delivery are as follows:

- **REGULAR** – pickup and delivery within five (5) hours or less of request.
.....\$7.50 minimum/\$1.20 per mile.
- **RUSH** – pickup and delivery within three (3) hours or less of request.
.....\$9.00 minimum/\$1.46 per mile.
- **DIRECT** – non-interrupted direct pickup and delivery.
.....\$10.50 minimum/\$1.73 per mile.

◆ Round trip will be discounted at 35%. The following rates apply:

- **ROUNDTRIP REGULAR**.....\$0.78 per mile.
- **ROUNDTRIP RUSH**.....\$0.95 per mile.
- **ROUNDTRIP DIRECT**.....\$1.13 per mile.

ADDITIONAL RATES:

- ❖ The first fifteen (15) minutes of waiting time will be at no charge. There will be a charge of \$.45 per minute for each additional minute.
- ❖ In the event court filing is required, there will be no additional cost per delivery.
- ❖ Proof of Delivery, when required, will be delivered on the next working day following services rendered at no additional charge.
- ❖ Billing invoices paid within 30 days will be discounted by 2%.
- ❖ In the event of increasing fuel prices, we reserve the right to add a fuel surcharge from 5% - 15%, provided a 30-day notice.

C U S T O M E R R A T E S H E E T

Regular (5 Hrs) \$1.20/m Min=\$ 7.50
Express (3 Hrs) \$1.46/m Min=\$ 9.00
Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
AGOURA, 91301	52.25	64.00	75.50	43.50
ALHAMBRA SOUTH, 91803	12.75	15.50	18.50	10.50
ALHAMBRA, 91801	14.75	18.00	21.00	12.00
ALTADENA, 91001	21.75	26.50	31.50	18.00
ANAHEIM HILLS, 92807 08	41.75	50.50	60.00	34.50
ANAHEIM, 92801 02 04	38.00	46.00	54.50	31.50
APPLE VALLEY, 92307	130.75	159.50	189.00	109.00
ARCADIA, 91006	20.75	25.00	29.50	17.00
ARLETA, 91331	29.00	35.50	42.00	24.00
ARTESIA, 90701	29.75	36.00	42.50	24.50
ARVIN, 93203	142.75	174.00	206.00	119.00
AZUSA, 91702	28.50	34.50	41.00	23.50
BAKERSFIELD, 93301 05	143.50	174.50	207.00	119.50
BALDWIN PARK / IRWINDALE, 91706	27.00	33.00	39.00	22.50
BARSTOW, 92311	167.75	204.50	242.50	140.00
BEL AIR, 90077	21.75	26.50	31.50	18.00
BELL / CUDAHY, 90201	23.75	28.50	34.00	19.50
BELLFLOWER, 90706	23.75	28.50	34.00	19.50
BEV. HILLS-NO OF SUNSET, 90210	20.75	25.00	29.50	17.00
BEV. HILLS-SO OF SUNSET, 90210-1-2	17.00	20.50	24.50	14.00
BREA, 92621	42.75	52.00	61.50	35.50
BRENTWOOD-NO OF SUNSET, 90049	19.50	23.50	28.00	16.00
BRENTWOOD-SO OF SUNSET, 90049	19.50	23.50	28.00	16.00
BUENA PARK, 90620	35.00	42.50	50.50	29.00
BURBANK NORTH, 91501 91502	21.75	26.50	31.50	18.00
BURBANK STUDIOS, 91523	20.75	25.00	29.50	17.00
BURBANK, 91505 91506	20.75	25.00	29.50	17.00
CAHUENGA PASS, 90068	14.75	18.00	21.00	12.00
CAMARILLO, 93010	72.00	88.00	104.00	60.00
CANOGA PARK, 91303	42.00	51.50	61.00	35.00
CANYON COUNTRY, 91351	62.75	76.00	90.00	52.00
CARLSBAD, 92008	115.25	140.50	166.50	96.00
CARMEL VALLEY, 92130	125.00	152.00	180.00	104.00
CARPINTERIA, 93013	95.00	115.50	137.00	79.00
CARSON, 90745	30.00	36.50	43.50	25.00
CARSON, 90746	29.75	36.00	42.50	24.50
CASTAIC, 91384	50.75	61.50	73.00	42.00
CATHEDRAL CITY, 92234	145.00	177.00	209.50	121.00

C U S T O M E R R A T E S H E E T

Regular (5 Hrs) \$1.20/m Min=\$ 7.50
Express (3 Hrs) \$1.46/m Min=\$ 9.00
Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
CENTURY CITY, 90067	18.00	22.00	26.00	15.00
CERRITOS, 90701	29.75	36.00	42.50	24.50
CHATSWORTH, 91311	36.00	44.00	52.00	30.00
CHINO HILLS, 91708	59.00	72.00	85.00	49.00
CHINO, 91710	52.25	64.00	75.50	43.50
CITY OF INDUSTRY, 91748	32.75	39.50	47.00	27.00
CITY TERRACE, 90063	9.75	12.00	14.00	8.00
CLAREMONT, 91711	48.00	58.50	69.50	40.00
CMPTN/RNCHO DMNGZ/WLLWBRK, 90220-1-2	27.00	33.00	39.00	22.50
COLTON, 92324	73.25	89.50	106.00	61.00
COMMERCE, 90040	13.50	16.50	19.50	11.00
CORCORAN, 93212	275.50	336.00	398.00	230.00
CORONA DEL MAR, 92625	58.25	71.00	84.00	48.50
CORONA, 91720	70.25	85.50	101.50	58.50
COSTA MESA, 92626	48.00	58.50	69.50	40.00
COVINA - EAST, 91724	35.75	43.50	51.50	29.50
COVINA - WEST, 91723	34.25	42.00	49.50	28.50
CULVER CITY NORTH, 90232	17.00	20.50	24.50	14.00
CULVER CITY SOUTH, 90230	23.00	28.00	33.00	19.00
CYPRESS, 90630	30.00	36.50	43.50	25.00
DANA POINT, 92629	80.50	98.00	116.00	67.00
DEL MAR, 92014	134.50	164.00	194.00	112.00
DELANO, 93215	178.75	218.00	258.00	149.00
DIAMOND BAR, 91765	39.00	47.50	56.50	32.50
DOWNEY, 90240 90241 90242	18.75	23.00	27.00	15.50
DOWNTOWN LA, 90006 90007	7.50	9.00	10.50	5.50
DOWNTOWN LA, 90011 21 53 89	8.75	10.50	12.50	7.00
DOWNTOWN LA, 90012 26 30 51 54 60	7.50	9.00	10.50	5.00
DOWNTOWN LA, 90013 14 15 17 55 71 79	7.50	9.00	10.50	5.50
DOWNTOWN LA, 90057	9.75	12.00	14.00	8.00
DUARTE, 91010	29.00	35.50	42.00	24.00
EAGLE ROCK, 90041	15.75	19.00	22.50	13.00
EAST LOS ANGELES, 90022	11.00	13.50	16.00	9.00
EDWARDS AIRFORCE BASE, 93523	137.75	168.00	199.00	115.00
EL CENTRO, 92243	269.50	328.50	389.50	225.00
EL MONTE, 91731 91732 91733	19.50	23.50	28.00	16.00
EL SEGUNDO, 90245	29.00	35.50	42.00	24.00
EL TORO, 92630	67.25	82.00	97.00	56.00
ENCINITAS, 92024	129.50	158.00	187.00	108.00

C U S T O M E R R A T E S H E E T

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Express (3 Hrs) \$1.46/m Min=\$ 9.00
Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
ENCINO, 91316	27.75	34.00	40.00	23.00
ENCINO, 91436	26.00	31.50	37.50	21.50
FONTANA, 92335	66.00	80.50	95.50	55.00
FOREST LAWN AREA, 90068	15.75	19.00	22.50	13.00
FORT IRWIN, 92310	185.75	226.50	268.50	155.00
FOUNTAIN VALLEY, 92708	51.75	63.00	74.50	43.00
FULLERTON, 92631 32 33 35	38.75	47.00	55.50	32.00
GARDEN GROVE, 90240 41 43 44 45	44.75	54.50	64.50	37.00
GARDENA, 90247	23.00	28.00	33.00	19.00
GLENDALE NORTH, 91202 07 08	18.00	22.00	26.00	15.00
GLENDALE WEST, 91201	18.00	22.00	26.00	15.00
GLENDALE, 91203 04 05 06 10	15.75	19.00	22.50	13.00
GLENDORA, 91740	35.75	43.50	51.50	29.50
GOLETA, 93111	149.75	182.50	216.50	125.00
GRANADA HILLS, 91344	32.75	39.50	47.00	27.00
HACIENDA HEIGHTS, 91745	33.00	40.50	48.00	27.50
HARBOR CITY, 90710	30.75	37.50	44.50	25.50
HAWTHORNE, 90250	21.00	26.00	30.50	17.50
HELENDALE	99.50	121.50	144.00	83.00
HERMOSA BEACH, 90254	28.50	34.50	41.00	23.50
HIDDEN HILLS, 91302	38.75	47.00	55.50	32.00
HOLLYWOOD, 90028 90038	11.00	13.50	16.00	9.00
HUNTINGTON BEACH NORTH, 92647 49	46.25	56.50	67.00	38.50
HUNTINGTON BEACH SOUTH, 92646 48	49.25	60.00	71.00	41.00
HUNTINGTON PARK, 90255	9.75	12.00	14.00	8.00
IMPERIAL BEACH, 91932	170.25	207.50	246.00	142.00
INDIO, 92201	164.50	200.50	237.50	137.00
INGLEWOOD/LAX, 90045 90301 2 3 4 5	17.50	25.00	29.50	17.00
IRVINE, 92714 15 17 18 20	54.00	66.00	78.00	45.00
JOSHUA TREE, 92252	161.75	197.50	234.00	135.00
LA 6100-6500 WILSHIRE, 90048	14.00	17.00	20.00	11.50
LA CANADA / FLINTRIDGE, 91011	21.75	26.50	31.50	18.00
LA CRESCENTA, 91214	21.00	26.00	30.50	17.50
LA HABRA, 90631	30.00	36.50	43.50	25.00
LA JOLLA, 92037	135.50	165.00	195.50	113.00
LA MIRADA, 90638	27.00	33.00	39.00	22.50

C U S T O M E R R A T E S H E E T

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Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
LA PALMA, 90623	33.00	40.50	48.00	27.50
LA PUENTE / INDUSTRY WEST, 91746	26.75	32.50	38.50	22.00
LA PUENTE / INDUSTRY, 91744	32.75	39.50	47.00	27.00
LA VERNE, 91750	46.25	56.50	67.00	38.50
LAGUNA BEACH, 92651	67.25	82.00	97.00	56.00
LAGUNA HILLS, 92653	68.50	83.50	99.00	57.00
LAGUNA NIGUEL, 92677	75.50	92.00	109.00	63.00
LAKE ISABELLA, 93240	197.75	241.00	285.50	165.00
LAKEWOOD, 90712 90713 90715 90716	27.75	34.00	40.00	23.00
LAMONT, 93241	131.75	161.00	190.50	110.00
LANCASTER, 93534 35 36	103.25	126.00	149.00	86.00
LAWNDALE, 90260 90261	29.75	36.00	42.50	24.50
LOMA LINDA, 92354	81.50	99.50	118.00	68.00
LOMITA, 90717	30.00	36.50	43.50	25.00
LOMPOC, 93436	193.00	235.50	279.00	161.00
LONG BEACH NORTHEAST, 90808 90846	30.00	36.50	43.50	25.00
LONG BEACH NORTHWEST, 90805 07 10	29.00	35.50	42.00	24.00
LONG BEACH S EAST, 90803 04 14 15 40	35.00	42.50	50.50	29.00
LONG BEACH SOUTHWEST, 90802 806 813	33.00	40.50	48.00	27.50
LOS ALAMITOS, 90720	36.00	44.00	52.00	30.00
LOS ANGELES , 90008 90043 90056	14.75	18.00	21.00	12.00
LOS ANGELES, 90001 02 03 59 61	13.50	16.50	19.50	11.00
LOS ANGELES, 90016 90018	15.75	19.00	22.50	13.00
LOS ANGELES, 90023 90033 90058	14.75	18.00	21.00	12.00
LOS ANGELES, 90031 39 65	8.75	25.00	29.50	17.00
LOS ANGELES, 90032 90042	12.00	15.00	17.50	10.00
LOS ANGELES, 90034 90035	15.75	19.00	22.50	13.00
LOS ANGELES, 90037 44 47 62	9.00	11.00	13.00	7.50
LOS FELIZ, 90027	14.00	17.00	20.00	11.50
LYNWOOD, 90262	18.75	23.00	27.00	15.50
MALIBU 18000-20800 PCH, 90265	43.25	53.00	62.50	36.00
MALIBU 21000-25500 PCH, 90265	36.75	45.00	53.00	30.50
MALIBU 25600-30500 PCH, 90265	41.75	50.50	60.00	34.50
MALIBU 30501-VENTURA PCH, 90265	47.00	57.00	67.50	39.00
MANHATTAN BEACH, 90266	27.75	34.00	40.00	23.00
MAR VISTA, 90066	23.00	28.00	33.00	19.00
MAYWOOD, 90270	14.75	18.00	21.00	12.00
MID WILSHIRE, 90004 05 10 20 29	7.50	9.00	10.50	5.50
MIRA LOMA, 91752	55.25	67.50	80.00	46.00
MIRACLE MILE, 90036	11.75	14.00	16.50	9.50
MISSION HILLS, 91345	35.75	43.50	51.50	29.50
MISSION VIEJO, 92691 92	61.25	74.50	88.50	51.00

C U S T O M E R R A T E S H E E T

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Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
MONROVIA, 91016	29.75	36.00	42.50	24.50
MONTCLAIR, 91763	44.75	54.50	64.50	37.00
MONTEBELLO, 90640	17.00	20.50	24.50	14.00
MONTECITO, 93108	128.50	156.50	185.50	107.00
MONTEREY PARK, 91754	13.75	16.50	19.50	11.20
MONTROSE, 91020	20.75	25.00	29.50	17.00
MOORPARK, 93021	65.00	79.00	93.50	54.00
MORENO VALLEY, 92360	93.50	114.00	135.00	78.00
NEEDLES, 92363	335.25	409.00	484.50	280.00
NEWBURY PARK, 91319 91320	60.00	73.00	86.50	50.00
NEWHALL, 91321 91381 91382	45.75	55.50	66.00	38.00
NEWPORT BEACH, 92660 61 62 63	54.00	66.00	78.00	45.00
NORCO, 91760	66.00	80.50	95.50	55.00
NORTH HOLLYWOOD, 91601 06 07	21.75	26.50	31.50	18.00
NORTH HOLLYWOOD, 91605	24.00	29.50	35.00	20.00
NORTHRIDGE, 91324 91325 91330	33.00	40.50	48.00	27.50
NORTHRIDGE, 91326	35.75	43.50	51.50	29.50
NORWALK, 90650	22.00	32.50	38.50	22.00
OJAI, 93023	113.75	139.00	164.50	95.00
ONTARIO, 91761 91762 91764	50.75	61.50	73.00	42.00
ORANGE, 92665 66 67 68 69	35.00	48.50	57.50	33.00
OXNARD, 93030 31 35	78.00	95.00	112.50	65.00
PACIFIC PALISADES HIGHLANDS, 90272	32.75	39.50	47.00	27.00
PACIFIC PALISADES NORTHWEST, 90272	29.00	35.50	42.00	24.00
PACIFIC PALISADES SOUTHEAST, 90272	26.75	32.50	38.50	22.00
PACOIMA, 91331	34.25	42.00	49.50	28.50
PALM SPRINGS, 92260	141.50	172.50	204.50	118.00
PALM SPRINGS, 92262	131.75	161.00	190.50	110.00
PALMDALE, 93550 51	85.25	104.00	123.00	71.00
PALOS VERDES ESTATES, 90274	39.75	48.50	57.50	33.00
PANORAMA CITY, 91402	26.75	32.50	38.50	22.00
PARAMOUNT, 90723	24.00	29.50	35.00	20.00
PASA ROBLES, 93446	254.25	310.00	367.00	212.00
PASADENA EAST, 91103 04 07 09 17	20.75	25.00	29.50	17.00
PASADENA WEST, 91101 05 06 25 26	18.00	22.00	26.00	15.00
PEARBLOSSOM, 93553	91.25	111.00	131.50	76.00
PICO RIVERA, 90660	18.00	22.00	26.00	15.00
PLACENTIA, 92670	45.00	55.00	65.00	37.50
PLAYA DEL REY, 90293	22.50	27.50	32.50	18.50

C U S T O M E R R A T E S H E E T

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Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
POMONA, 91766 91767 91768	38.00	46.00	54.50	31.50
RANCHO CUCAMONGA, 91730	61.25	74.50	88.50	51.00
RANCHO MIRAGE, 92270	137.75	168.00	199.00	115.00
RANCHO PARK, 90064	19.50	23.50	28.00	16.00
RANCHO SANTA FE, 92067	137.75	168.00	199.00	115.00
REDLANDS, 92373	96.00	117.00	138.50	80.00
REDONDO BEACH NORTH, 90278	36.00	44.00	52.00	30.00
REDONDO BEACH, 90277	33.75	41.00	48.50	28.00
RESEDA, 91335	31.50	38.00	45.00	26.00
RIVERSIDE, 92501	76.25	93.00	110.00	63.50
RNCHO STA MRGRTA, 92688	84.00	102.50	121.50	70.00
ROSEMEAD, 91770	15.75	19.00	22.50	13.00
SAN BERNARDINO, 92401 02 92376	75.50	92.00	109.00	63.00
SAN CLEMENTE, 92672	84.00	102.50	121.50	70.00
SAN DIEGO, 92101	129.50	158.00	187.00	108.00
SAN DIMAS, 91773	38.75	47.00	55.50	32.00
SAN FERNANDO, 91340	28.50	34.50	41.00	23.50
SAN FRANCISCO, 94101	479.00	584.00	692.00	400.00
SAN GABRIEL, 91775 91776	16.50	20.00	23.50	13.50
SAN JACINTO, 92383	109.25	133.00	157.50	91.00
SAN JUAN CPSTRNO, 92675	73.25	89.50	106.00	61.00
SAN JUAQUIN, 93660	266.00	324.50	384.50	222.00
SAN LUIS OBISPO, 93401	234.75	286.50	339.50	196.00
SAN MARINO, 91108	19.50	23.50	28.00	16.00
SAN PEDRO, 90731	34.25	42.00	49.50	28.50
SANTA ANA, 92701 03 04 05 06 07	53.00	64.50	76.50	44.00
SANTA BARBARA, 93101	131.75	161.00	190.50	110.00
SANTA CLARITA, 91350	48.00	58.50	69.50	40.00
SANTA FE SPRINGS, 90670	19.50	23.50	28.00	16.00
SANTA MARIA, 93454	221.50	270.50	320.50	185.00
SANTA MONICA, 90401	21.75	26.50	31.50	18.00
SANTA MONICA, 90402 03 04	20.75	25.00	29.50	17.00
SANTA MONICA, 90405	21.75	26.50	31.50	18.00
SANTA PAULA, 93060	89.00	108.50	128.50	74.00
SEAL BEACH, 90740	45.00	55.00	65.00	37.50
SEPULVEDA, 91343	30.00	36.50	43.50	25.00
SHAFTER, 93263	159.50	194.50	230.50	133.00
SHERMAN OAKS, 91403 91423	25.50	31.00	36.50	21.00
SIERRA MADRE, 91024	24.00	29.50	35.00	20.00
SIMI VALLEY, 93065	56.75	69.00	81.50	47.00

CUSTOMER RATE SHEET

Regular (5 Hrs) \$1.20/m Min=\$ 7.50
Express (3 Hrs) \$1.46/m Min=\$ 9.00
Super (Direct) \$1.73/m Min=\$10.50
Round up to nearest \$0.50

----- To -----	REG Charge	EXP Charge	SUP Charge	BAS Charge
SOLANA BEACH, 92075	135.50	165.00	195.50	113.00
SOMIS, 93006	71.00	86.50	102.50	59.00
SORRENTO VALLEY, 92121	137.50	167.50	198.50	114.50
SOUTH GATE, 90280	20.75	25.00	29.50	17.00
SOUTH PASADENA, 91030 31	17.00	20.50	24.50	14.00
STANTON, 90680	42.75	52.00	61.50	35.50
STUDIO CITY, 91604	19.50	23.50	28.00	16.00
SUN VALLEY, 91352	27.00	33.00	39.00	22.50
SUNLAND, 91040	30.75	37.50	44.50	25.50
SYLMAR, 91342	31.50	38.00	45.00	26.00
TAFT, 93268	152.50	185.50	220.00	127.00
TARZANA, 91356	30.00	36.50	43.50	25.00
TEMECULA, 92390	109.25	133.00	157.50	91.00
TEMPLE CITY, 91780	18.00	22.00	26.00	15.00
THOUSAND OAKS, 91360 91361	60.00	73.00	86.50	50.00
TOLUCA LAKE, 91602	17.00	20.50	24.50	14.00
TOPANGA, 90290	36.00	44.00	52.00	30.00
TORRANCE SOUTH, 90505	29.00	35.50	42.00	24.00
TORRANCE, 90501 90503	29.00	35.50	42.00	24.00
TUJUNGA, 91042	29.75	36.00	42.50	24.50
TULARE, 93247	209.50	255.50	303.00	175.00
TUSTIN, 92680	49.25	60.00	71.00	41.00
UNIVERSAL CITY, 91608	18.75	23.00	27.00	15.50
UNIVERSITY, 92122	135.50	165.00	195.50	113.00
UPLAND, 91786	51.75	63.00	74.50	43.00
VALENCIA, 91354 91355	45.75	55.50	66.00	38.00
VAN NUYS, 91401 91406 91411	27.75	34.00	40.00	23.00
VENICE / MARINA DEL REY, 90291	23.00	28.00	33.00	19.00
VENTURA, 93001 03	84.00	102.50	121.50	70.00
VISALIA, 93277	248.25	302.50	358.50	207.00
W HOLLYWOOD NORTH OF SUNSET, 90069	12.00	15.00	17.50	10.00
W HOLLYWOOD SO OF SUNSET, 90046	17.00	20.50	24.50	14.00
W HOLLYWOOD SO OF SUNSET, 90069	16.50	20.00	23.50	13.50
WALNUT, 91789	32.75	39.50	47.00	27.00
WASCO, 93280	98.50	120.00	142.00	82.00
WEST COVINA, 91790	26.75	32.50	38.50	22.00
WEST LOS ANGELES, 90025	19.50	23.50	28.00	16.00
WESTMINSTER, 92683	42.00	51.50	61.00	35.00
WESTWOOD, 90024 95	18.00	22.00	26.00	15.00
WHITTIER SE, 90603	23.75	28.50	34.00	19.50

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<u>Contract:</u> Sub-paragraph 5.5- Invoices and Payments	5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in <i>Exhibit A – Statement Of Work</i> and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in <i>Exhibit B- Pricing Schedule</i> , and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. if the County does not approve work in writing, no payment shall be due to the Contractor for that work.	Inspection by County of Invoices and Statements Interviews of concerned County personnel Observation/ reports by County personnel	\$200 for every month with reported/ observed discrepancies, in addition to the individual adjustments computed using the prices in <i>Exhibit B- Pricing Schedule</i> .
	5.5.2 The Contractor's invoices shall be priced in accordance with <i>Exhibit B- Pricing Schedule</i> .		
	7.1.1 The Contractor's Project Manager is designated in <i>Exhibit F- Contractor's Administration</i> . The Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 for each instance of failure to notify County of change(s)
<u>Contract:</u> Paragraph 7.0 -- Administration of Contract -- Contractor			

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	8.37 Contractor to maintain and provide the County Counsel with access to all required documents as specified in Sub-paragraph 8.37	Inspection of files	Any instance of non-compliance: option to terminate for material breach of contract.
Contract: Sub-paragraph 8.39 - Subcontracting	8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this contract..	Inspection & Observation	Option to terminate contract for material breach of contract.
Statement Of Work (SOW) Paragraph 1.0- Scope of Work	1.2 Upon request by County Counsel, Contractor shall provide court filing services to Central District, to outer branch courts of Los Angeles County and to Orange County, San Bernardino County or Ventura County, as listed in <i>Technical Exhibit 5</i> .	Random monitoring/ User Complaint Reports by County personnel Interviews of requesting parties/ addressees	\$200 for every month with more than one instance of unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.
SOW: Paragraph 8, Specific Work Requirements	<u>For Messenger Services</u> 8.1 Contractor shall be responsible for providing to County Counsel, various levels of pick up and delivery service:	Random monitoring/ User Complaint Reports by County personnel Interviews of requesting parties/ addressees	\$200 for every month with more than one instance of delayed and/or unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
	8.1.1 <u>Regular</u> – Pick up and delivery within 4 hours of request; written Proof Of Delivery (POD) available upon request.	Random monitoring & inspection	\$50 for every month with more than one instance of incomplete entries in logbook
	8.1.2 <u>Express</u> – Pick up and delivery within 2 hours or less of request; written POD available upon request.		
	8.1.3 <u>Super</u> – Uninterrupted, direct pick up and delivery within 1 hour of request, with written POD.		
	8.2 Contractor's personnel shall provide and use a County-designed log book, <i>Exhibit 3</i> , to document the performance of messenger services.		
	8.3 Contractor's personnel shall complete this log book accurately at all times:		
	8.3.1 Contractor's personnel shall affix his signature/ number in the log book at the time of service.		
	8.3.2 Contractor's personnel shall write down his time in and time out in the log book at the time of service.		

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
	<p><u>For Court Filing Services</u></p> <p>8.4 Contractor's personnel shall perform the following duties:</p> <p>8.4.1 Promptly deliver court filing documents to proper court, department, designated window or room number.</p> <p>8.4.2 Upon request from County's Contracts Administrator or Court Clerk:</p> <ul style="list-style-type: none"> • Pull court files for review or photocopying. • Pull register pages • Pull court notes • Pull files from archives or courthouse • Ensure that file copy and instruction sheet are conformed by the Court Clerk, or personally conform the document when requested by the Court Clerk. • Return conformed copy of filed document and instruction sheet to County's Contracts Administrator on the same day of pick-up, or on the next working day when applicable. 	<p>Random monitoring/ User Complaint Reports by County personnel</p> <p>Interviews of requesting parties/ addressees</p>	<p>\$200 for every month with more than one instance of delayed and/or unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.</p>

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
	<ul style="list-style-type: none"> • Obtain certified copies of various court documents when requested. • Submit for recording court or other legal documents to, or retrieve documents from, the Los Angeles County Registrar-Recorder/ County Clerk. 		

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

NOW LEGAL SERVICES, LLC

Contractor Name

1301 West 2nd Street, Suite 206, Los Angeles, CA 90026

Address

33-079-1344

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

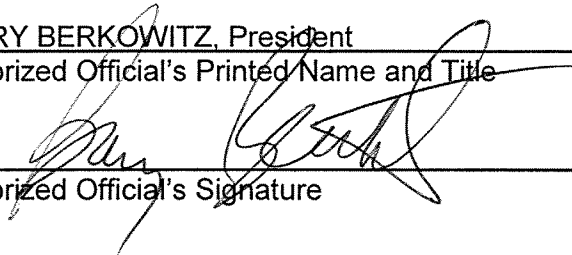
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

BARRY BERKOWITZ, President

Authorized Official's Printed Name and Title



Authorized Official's Signature

6-7-06
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: BRENDA J. WASHINGTON

Title: Head, Administrative Systems

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-1962

Facsimile: (213) 617-6780

E-Mail Address: bWASHINGTON@counsel.co.la.ca.us

COUNTY'S CONTRACTS ADMINISTRATOR:

Name: VERITTA SMITH

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-0718

Facsimile: (213) 617-6780

E-Mail Address: vsmith@counsel.co.la.ca.us

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: NOW LEGAL SERVICES, LLC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:Name: MICHAEL VEGATitle: ManagerAddress: 1301 West 2nd Street, Suite 206, Los Angeles, CA 90026Telephone: (213) 482-1567Facsimile: (213) 482-1572E-Mail Address: mvega@nowlegalservices.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: BARRY BERKOWITZTitle: PresidentAddress: 1301 West 2nd Street, Suite 206, Los Angeles, CA 90026
_____Telephone: (213) 923-4942Facsimile: (213) 482-1572E-Mail Address: bsberkowitz@aol.com

Name: DON WINSLOW

Title: Vice President & Partner

Address: 1301 West 2nd Street, Suite 206, Los Angeles, CA 90026

Telephone: (213) 482-1567/ cell (213) 923-4940

Facsimile: (213) 482-1572

E-Mail Address: dwinslow@nowlegalservices.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: BARRY BERKOWITZ

Title: President

Address: 1301 West 2nd Street, Suite 206, Los Angeles, CA 90026

Telephone: (213) 923-4942

Facsimile: (213) 482-1572

E-Mail Address: bsberkowitz@aol.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed CONTRACT. Work cannot begin on the CONTRACT until COUNTY receives this executed document.)

CONTRACTOR NAME NOW LEGAL SERVICES, LLC Contract No. _____

GENERAL INFORMATION:

the contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the county. the county requires the corporation to sign this contractor acknowledgement and confidentiality agreement.

CONTRACTOR ACKNOWLEDGEMENT:

contractor understands and agrees that the contractor employees, consultants, outsourced vendors and independent contractors (CONTRACTOR's staff) that will provide services in the above referenced agreement are contractor's sole responsibility. contractor understands and agrees that CONTRACTOR's staff must rely exclusively upon contractor for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's staff's performance of work under the above-referenced contract.

contractor understands and agrees that CONTRACTOR's staff are not employees of the County of Los Angeles for any purpose whatsoever and that CONTRACTOR's staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. contractor understands and agrees that CONTRACTOR's staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and CONTRACTOR's staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, CONTRACTOR and CONTRACTOR's staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, CONTRACTOR and CONTRACTOR's staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and CONTRACTOR's staff understand that if they are involved in COUNTY work, the COUNTY must ensure that CONTRACTOR and CONTRACTOR's staff, will protect the confidentiality of such data and information. Consequently, CONTRACTOR must sign this Confidentiality Agreement as a condition of work to be provided by CONTRACTOR's staff for the COUNTY.

CONTRACTOR and CONTRACTOR's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's staff agree to forward all requests for the release of any data or information received to COUNTY's Contracts Administrator.

CONTRACTOR and CONTRACTOR's staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and CONTRACTOR's staff under the above-referenced contract. CONTRACTOR and CONTRACTOR's staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or COUNTY employees who have a need to know the information. CONTRACTOR and CONTRACTOR's staff agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, CONTRACTOR and CONTRACTOR's staff shall keep such information confidential.

CONTRACTOR and CONTRACTOR's staff agree to report any and all violations of this Agreement by CONTRACTOR and CONTRACTOR's staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's staff become aware.

CONTRACTOR and CONTRACTOR's staff acknowledge that violation of this Agreement may subject CONTRACTOR and CONTRACTOR's staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  _____

DATE: 6.7.06

PRINTED NAME: BARRY BERKOWITZ

POSITION: President

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "CONTRACT" means any agreement to provide goods to, or perform services for or on behalf of, the COUNTY but does not include:
 - 1. A CONTRACT where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A CONTRACT where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal CONTRACT; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the COUNTY pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the CONTRACTOR has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. CONTRACTs that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a CONTRACT, a CONTRACTOR shall certify to the COUNTY that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the CONTRACT.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a CONTRACTOR's violation of any provision of this chapter, the COUNTY department head responsible for administering the CONTRACT may do one or more of the following:

1. Recommend to the board of supervisors the termination of the CONTRACT; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any CONTRACTOR or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any CONTRACTOR that meets all of the following:
 1. Has ten or fewer employees during the CONTRACT period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the CONTRACT awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the CONTRACT awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors:

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite-Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Krabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a CONTRACT with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a CONTRACT is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this AGREEMENT;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or Subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and Subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent or Subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT K

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT L

USER COMPLAINT REPORT (UCR) FORM

CONTRACT SUPPORT SERVICES COMPLAINT FORM

DATE: _____

REQUESTOR'S NAME: _____

PHONE EXTENSION: _____

DIVISION: _____

VENDOR INFORMATION

• VENDOR NAME: _____

• VENDOR PERSONNEL INVOLVED: _____

TYPE OF SERVICE

• SERVICE OF PROCESS: ☐ NAME: _____

ADDRESS: _____

• MESSENGER SERVICE: ☐ NAME: _____

ADDRESS: _____

• COURT: _____ BRANCH NAME: _____

A. FILING ☐ CASE NAME: _____

CASE NUMBER: _____

B. SPECIAL REQUEST ☐

• DATE OF REQUEST: _____

• TIME REQUESTED: _____

DEADLINE/TIMEFRAME GIVEN: (CHECK ONE)

YES ☐ NO ☐

DATE: _____

STATUS OF REQUEST: (CHECK ONE)

COMPLETED ☐ INCOMPLETE ☐

DATE: _____

COMPLAINT: (BRIEF EXPLANATION)

EXHIBIT M

MESSENGER'S LOG BOOK

MESSENGER'S LOG BOOK

NAME OF MESSENGER SERVICES COMPANY: _____

MONTH OF: _____

REQUESTING DIVISION: _____

[illegible]

EXHIBIT N

COUNTY COUNSEL SITE LOCATIONS

COUNTY COUNSEL SITE LOCATIONS

<p>Administrative Headquarters/ Main Location</p>	<p>Kenneth Hahn Hall of Administration Room 652 500 W. Temple Street Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Executive Office</i> - <i>Administrative Services Bureau</i> - <i>General Litigation Division</i> - <i>Government Services Division</i> - <i>Health Services Division</i> - <i>Labor & Employment Division</i> - <i>Law Enforcement Division</i> - <i>Litigation Cost Division</i> - <i>Property Division</i> - <i>Public Works Division</i> - <i>Social Services Division</i>
<p>Field Locations</p>	<p>Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754</p> <ul style="list-style-type: none"> - <i>Dependency Division</i> - <i>Dependency Appeals Division</i> <p>Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754</p> <p>World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071</p> <ul style="list-style-type: none"> - <i>Probate Division</i> - <i>Workers' Compensation</i> <p>Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065</p> <p>Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Transportation Division</i> <p>900 South Fremont Avenue Alhambra, CA 91803</p> <ul style="list-style-type: none"> - <i>Department of Public Works</i> <p>Department 426 1040 W. Ave. J, Suite 1114 Lancaster, CA 93534</p> <p>Sacramento Legislative Office 1150 K Street, Suite 400 Sacramento, CA 95814</p>

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

EXHIBIT O

**DIRECTORY OF
SOUTHERN CALIFORNIA COURTS**

DIRECTORY OF SOUTHERN CALIFORNIA COURTS

CENTRAL DISTRICT COURTS

COURT	ADDRESS	PHONE
Superior Court	111 N. Hill St., Los Angeles	(213) 974-5181
U. S. District Court	312 N. Spring St., #G-8, Los Angeles	(213) 894-3535
Bankruptcy Court	Edward R. Roybal Federal Bldg., 255 E. Temple St., Los Angeles	(213) 894-3118
Court of Appeals	300 S. Spring St., Fl. 2, N. Tower, Los Angeles	(213) 830-7000
California Supreme Court	Ronald Reagan Bldg., 300 S. Spring St., Flr. 2, Los Angeles	(213) 830-7570

SUPERIOR AND DISTRICT COURTS

1. LOS ANGELES COUNTY

COURT	ADDRESS	PHONE
Airport	11701 S. La Cienega Blvd.	(310) 727-6560
Alhambra	150 W. Commonwealth Ave.	(626) 308-5521
Antelope	42011 4 th St., West, Lancaster	(661) 974-7200
Bellflower	10025 E. Flower St.	(562) 804-8025
Beverly Hills	9355 Burton Way ,	(310) 860-0070
Burbank	300 E. Olive St.	(818) 557-3482
Catalina	215 Summer Ave.,Avalon	(310) 510-0026
Central Civil West	600 S. Commonwealth	(213) 351-8204
Chatsworth	9425 Penfield Ave.	(818) 576-8506
Compton	200 W. Compton Blvd.	(310) 762-9100
Culver	4130 Overland Ave.	(310) 202-3120
Downey	7500 E. Imperial Highway	((562) 803-7057
East Los Angeles	214 S. Fetterly Ave.	(213) 780-2055

Los Angeles County, continued

COURT	ADDRESS	PHONE
Edelman, Edmund D. Children's Court (Monterey Park)	201 Centre Plz. Dr., # 3, Monterey Park	(323) 526-6330
El Monte	11234 E. Valley Blvd.	(626) 575-4104
Glendale	600 E. Broadway	(818) 500-3551
Hollywood	5925 Hollywood Blvd.	(323) 856-5747
Huntington Park	6458 Miles Ave.	(323) 586-6351
Inglewood	One Regent St.	(310) 419-5132
Long Beach	415 W. Ocean Blvd.	((562) 491-6201
Los Padrinos	7281 E. Quill Drive, Downey	(562) 940-8813
Malibu	23525 Civic Center Way	(310) 317-1335
Metropolitan	1945 S. Hill St.	(213) 742-1884
Norwalk	12720 Norwalk Blvd.	(562) 807-7340
Pasadena	300 E. Walnut St.	(626) 356-5684
Pomona (North)	350 W. Mission Blvd.	(909) 620-3201
Pomona (South)	400 Civic Center Plz.	(909) 620-3006
Redondo Beach	117 W. Torrance Blvd.	(310) 798-6891
San Fernando	900 Third St.	(818) 898-2655
Santa Clarita	23747 W. Valencia Blvd., Valencia	(661) 253-7316
Santa Monica	1725 Main St.	(310) 260-3641
Torrance	825 Maple Ave.	(310) 222-8808
Van Nuys	6230 Sylmar Ave.	(818) 374-2171
West Los Angeles	1633 Purdue Ave.	(310) 312-6545
Whittier	7339 S. Painter Ave,	(562) 907-3127

2. SAN BERNARDINO COUNTY

COURT	ADDRESS	PHONE
SUPERIOR COURT		
Court Executive Office & Administration	172 W. Third St., Fl. 2	(909) 387-6500
Appeals & Appellate Division	401 N. Arrowhead Ave.	(909) 387-4758
DISTRICT COURTS		
Barstow	235 E. Mountain View Ave.	(760) 256-4817
Big Bear	477 Summit Blvd.	(909) 866-0150
Central	351 N. Arrowhead	(909) 387-4774
Chino	13260 Central Ave.,	(909) 356-5337
Fontana	17780 Arrow Route	(909) 356-6473
Joshua Tree	6527 White Feather Rd.	(760) 366-4017
Needles	1111 Bailey Ave.	(760) 326-9245
Rancho Cucamonga	8303 No. Haven Ave.	(909) 945-4131
Redlands	216 Brookside Ave.	(909) 798-8550
Twin Peaks	26010 State Highway 189	(909) 336-0620
Victorville	14455 Civic Drive	(760) 243-8683

3. ORANGE COUNTY

SUPERIOR COURT	ADDRESS	PHONE
Central Justice Center	700 Civic Center Dr., West, Santa Ana	(714) 834-4735
Harbor Justice Center	4601 Jamboree Rd., Newport Beach	(949) 476-4699
Lamoreaux Justice Center	341 The City Drive, Orange	(714) 935-7000
North Justice Center	12725 N. Berkeley Ave., Fullerton	(714) 773-4555
West Justice Center	8141 13 th St., Westminster	(714) 896-7111

4. VENTURA COUNTY

SUPERIOR COURT/ DIVISION	ADDRESS	PHONE
Main Courthouse	Hall of Justice, 800 S. Victoria Ave.	(805) 654-2965
East County Division	3855-F Alamo St., Simi Valley	(805) 582-8086
Juvenile Division	4353 Vineyard Ave., Oxnard	(805) 981-5977

EXHIBIT P

COURT FILING PROCEDURES/ SPECIFIC RESPONSIBILITIES

COURT FILING PROCEDURES

SPECIFIC RESPONSIBILITIES

CONTRACTOR'S COURT FILER

1. Pick up all court filings from requesting Management/ Division Secretary/ Legal staff.
2. Examine the Instruction Sheet attached to each filing and/or special request for completeness and filing type.
3. For civil court filings, consult County's Contracts Administrator or designee in Room 605, or the requesting Secretary, Paralegal, Attorney or Division Secretary, if there are any questions.
4. File civil documents in central district and outer branch courts as instructed.
5. Forward conformed copy of document(s) to County's Contracts Administrator or designee.
6. If a problem occurs while filing a document, notify the County's Contracts Administrator or designee, or the Secretary specified on the Instruction Sheet
7. If the County's Contracts Administrator, his/her designee, or the Secretary specified on the Instruction Sheet are unavailable, notify any one of the following of the problem:
 - Paralegal
 - Attorney or alternate
 - Division Secretary
 - Division Chief
8. Obtain a decision from any one of the County staff named in steps 6 and 7 above on how to resolve the problem.
9. if the decision is not to file, proceed to do the following :
 - Note reason for not filing document on Instruction Sheet.
 - Return Instruction Sheet and document(s) to County's Contracts Administrator or designee.

COUNTY'S CONTRACTS ADMINISTRATOR/ DESIGNEE

1. File Instruction Sheet for reference.
2. Forward civil document(s) to appropriate attorney.